

November 05, 2013  
City Commission Room, 700 N. Jefferson, Junction City KS 66441

Mayor Cecil Aska  
Vice Mayor Pat Landes  
Commissioner Mick McCallister  
Commissioner Jim Sands  
Commissioner Michael Ryan  
City Manager Cheryl Beatty  
City Attorney Catherine Logan  
City Clerk Tyler Ficken

**1. 7:00 P.M. - CALL TO ORDER**

- a. Moment of silence
- b. Pledge of Allegiance

**2. PUBLIC COMMENT:** The Commission requests that comments be limited to a maximum of five minutes for each person.

**3. CONSENT AGENDA:** All items listed are considered to be routine by the City Commission and will be enacted by one motion. There will be no separate discussion of these items unless a Commissioner so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda.

- a. Consideration of Appropriation Ordinance A-21 dated October 9, 2013 to October 28, 2013 in the amount of \$791,820.62
- b. Consideration of the City Commission Minutes for 10-15-2013 & 9-24-2013.
- c. Consideration of ambulance contractual obligation adjustments and bad debt adjustments (September 2013).
- d. Consideration of Payroll #20 and #21 for the Month of October 2013.
- e. Consideration of Award of Bid to Dick Edwards Auto in the amount of \$34,751.00 for the purchase of a One Ton Dump Truck

**4. NEW BUSINESS:**

- a. Consideration to grant an easement to Kansas Gas Inc. to install a cathodic protection system within a City easement at 6th & Franklin Street.
- b. Consideration of a 90 day extension for 440 7th Street Condemnation - Resolution 2737.
- c. Consideration of the renewal of International Association of Firefighters Local #3309 Agreement with union employees in the fire department.

- [d.](#) Consideration to approve a contract with Rosenbauer LLC for the purchase of a new aerial apparatus.
- [e.](#) Adoption of Ordinance G-1134, a new code for Animal Control in Junction City, Chapter 215 of City Code.
- [f.](#) Consideration to approve the proposed addendum to the Joint Service and Interlocal Agreement for the Junction City/Geary County Animal Shelter By-laws.
- [g.](#) Consideration and Approval of Engineering Services, HDR Engineering, for Design/ Recommendations to the City Wastewater Treatment Plants.
- [h.](#) Consideration of Bond Amendment Agreement for New Horizons.
- [i.](#) Consideration of Amended and Restated Employment Agreement with Gerald C. Smith and R-2740.
- [j.](#) Consideration of schedule for proposed upcoming work sessions.

5. **EXECUTIVE SESSION:**

- a. An Executive Session to discuss personnel issues followed by a discussion on the process of hiring an interim Opera House Executive Director.

6. **COMMISSIONER COMMENTS:**

7. **STAFF COMMENTS:**

8. **ADJOURNMENT:**

**Backup material for agenda item:**

- a. Consideration of Appropriation Ordinance A-21 dated October 9, 2013 to October 28, 2013 in the amount of \$791,820.62

# City of Junction City

## City Commission

### Agenda Memo

November 5th 2013

**From:** Cynthia Sinkler, Water Billing and Accounts Payable Manager  
**To:** City Commissioners  
**Subject:** Consideration of Appropriation Ordinance A-21 dated---Oct 9<sup>th</sup>-Oct 28<sup>th</sup> 2013 in the amount of \$ 791,820.62

**Background:** Attached is listing of the Appropriations for -----Oct 9<sup>th</sup>-Oct 28<sup>th</sup> 2013

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#### **Appropriations —Oct 9<sup>th</sup>-Oct 28<sup>th</sup> 2013**

##### ACH Payments

Veolia Water                      \$254,832.67

##### Payments need to be paid for approval

Staples                              \$147.28

T&M Concrete                      \$23,353.21

Gregory Mccaffery                      \$42.00

Kristopher Finger                      \$10.35

State of Kansas                      \$5,278.10(unclaimed property)





| DEPARTMENT       | FUND         | VENDOR NAME                                | DATE     | DESCRIPTION                  | AMOUNT    |
|------------------|--------------|--|----------|------------------------------|-----------|
| NON-DEPARTMENTAL | GENERAL FUND | INTERNAL REVENUE SERVICE                   | 10/18/13 | FEDERAL WITHHOLDING          | 26,224.78 |
|                  |              |  | 10/18/13 | FEDERAL WITHHOLDING          | 20.00     |
|                  |              |  | 10/18/13 | SOCIAL SECURITY WITHHOLDING  | 5,076.37  |
|                  |              |  | 10/18/13 | MEDICARE WITHHOLDING         | 3,453.41  |
|                  |              | ING LIFE INSURANCE & ANNUITY COMPANY       | 10/18/13 | ING                          | 3,273.15  |
|                  |              | JUNCTION CITY FIREFIGHTERS AID ASSOCIATION | 10/18/13 | FIREFIGHTERS AID ASSOCIATION | 127.50    |
|                  |              | COVENTRY HEALTH SYSTEMS                    | 10/04/13 | PHS EMPLOYEE                 | 3,389.43  |
|                  |              |  | 10/18/13 | PHS EMPLOYEE                 | 3,387.76  |
|                  |              |  | 10/04/13 | PHS EMP/CHILD                | 977.08    |
|                  |              |  | 10/18/13 | PHS EMP/CHILD                | 977.08    |
|                  |              |  | 10/04/13 | PHS EMP/SPOUSE               | 1,227.91  |
|                  |              |  | 10/18/13 | PHS EMP/SPOUSE               | 1,227.91  |
|                  |              |  | 10/04/13 | PHS FAMILY #2                | 291.84    |
|                  |              |  | 10/18/13 | PHS FAMILY #2                | 291.84    |
|                  |              |  | 10/04/13 | PHS FAMILY #3                | 690.22    |
|                  |              |  | 10/18/13 | PHS FAMILY #3                | 690.22    |
|                  |              |  | 10/04/13 | PHS EC 3000                  | 170.62    |
|                  |              |  | 10/18/13 | PHS EC 3000                  | 170.62    |
|                  |              |  | 10/04/13 | PHS FAMILY 3000              | 1,518.74  |
|                  |              |  | 10/18/13 | PHS FAMILY 3000              | 1,518.74  |
|                  |              | JAN HAMILTON, CH.13 TRUSTEE-               | 10/18/13 | 12-41834                     | 600.00    |
|                  |              | CITY OF JUNCTION CITY                      | 10/04/13 | CITY OF JUNCTION CITY (G-F   | 45.00     |
|                  |              |  | 10/18/13 | CITY OF JUNCTION CITY (G-F   | 45.00     |
|                  |              |  | 10/04/13 | TELEPHONE REIMBURSEMENT      | 25.50     |
|                  |              |  | 10/18/13 | TELEPHONE REIMBURSEMENT      | 25.50     |
|                  |              |  | 10/04/13 | TELEPHONE REIMBURSEMENT      | 192.95    |
|                  |              |  | 10/18/13 | TELEPHONE REIMBURSEMENT      | 192.95    |
|                  |              | KANSAS PAYMENT CENTER                      | 10/18/13 | GARNISHMENT                  | 731.29    |
|                  |              |  | 10/18/13 | GARNISHMENT                  | 290.77    |
|                  |              |  | 10/18/13 | KANSAS PAYMENT CENTER        | 699.39    |
|                  |              |  | 10/17/13 | WATSON                       | 184.67    |
|                  |              | JAY W. VANDER VELDE                        | 10/18/13 | JAY W VANDER VELDE           | 76.99     |
|                  |              | W H GRIFFIN, TRUSTEE                       | 10/18/13 | 12-22755-13                  | 682.62    |
|                  |              | NAT'L INSURANCE MARKETING BROKERS LLC      | 10/04/13 | CITY OF JC VOLUNTARY BENEF   | 697.18    |
|                  |              |  | 10/18/13 | CITY OF JC VOLUNTARY BENEF   | 697.18    |
|                  |              |  | 10/04/13 | CITY OF JC BEFORE TAX        | 1,119.10  |
|                  |              |  | 10/18/13 | CITY OF JC BEFORE TAX        | 1,119.10  |
|                  |              | DELTA DENTAL (PAYROLL)                     | 10/04/13 | DELTA DENTAL OF KANSAS       | 690.91    |
|                  |              |  | 10/18/13 | DELTA DENTAL OF KANSAS       | 626.95    |
|                  |              | FIREMEN'S RELIEF ASSOCIATION               | 10/18/13 | FIREMANS RELIEF              | 226.44    |
|                  |              | GEARY COUNTY SHERIFF                       | 10/18/13 | BOOKING FEE SEPTEMBER 2013   | 1,344.00  |
|                  |              | JUNCTION CITY FIRE FIGHTERS ASSOCIATION    | 10/18/13 | I.A.F.F. LOCAL 3309          | 1,050.00  |
|                  |              | JCPOA                                      | 10/18/13 | JCPOA                        | 760.00    |
|                  |              | KANSAS DEPT OF REVENUE                     | 10/18/13 | STATE WITHHOLDING            | 8,577.32  |
|                  |              |  | 10/18/13 | STATE WITHHOLDING            | 5.00      |
|                  |              | KANSAS PUBLIC EMPLOYEES                    | 10/18/13 | KPERS #1                     | 1,625.67  |
|                  |              |  | 10/18/13 | KP&F                         | 12,768.81 |
|                  |              |  | 10/18/13 | KPERS #2                     | 2,028.98  |
|                  |              | CITY OF JC FLEX SPENDING ACCT 1074334      | 10/18/13 | FLEX SPENDING-1074334        | 2,042.55  |
|                  |              | POLICE & FIREMEN'S                         | 10/04/13 | POLICE & FIRE INSURANCE      | 1,323.01  |
|                  |              |  | 10/18/13 | POLICE & FIRE INSURANCE      | 1,292.01  |
|                  |              | ROLLING MEADOWS GOLF COURSE                | 10/18/13 | ROLLING MEADOWS GOLF COURSE  | 26.04     |
|                  |              | UNITED WAY OF JUNCTION CITY-GEARY COUN     | 10/18/13 | UNITED WAY                   | 183.64    |
|                  |              | MISC AUTRY, KATRINA                        | 10/17/13 | AUTRY, KATRINA:              | 35.00     |
|                  |              |  |          | TOTAL:                       | 96,367.40 |

| DEPARTMENT                          | FUND         | VENDOR NAME                     | DATE     | DESCRIPTION                | AMOUNT    |
|-------------------------------------|--------------|---------------------------------|----------|----------------------------|-----------|
| GENERAL FUND                        | GENERAL FUND | COLLECTION BUREAU OF KANSAS INC | 10/22/13 | COURT-SEPT 2013 COL FEES   | 25.00     |
|                                     |              | GEARY COUNTY PUBLIC WORKS       | 10/21/13 | VEOLIA-SEPT 2013-WW/WP     | 492.56    |
|                                     |              |                                 |          | TOTAL:                     | 517.56    |
| INFORMATION TECHNOLOGY GENERAL FUND |              | CENTURYLINK COMMUNICATION, INC. | 10/21/13 | INFORMATION SYSTEMS        | 14.27     |
|                                     |              |                                 | 10/02/13 | Metro E - Municipal Buildi | 1,290.00  |
|                                     |              |                                 | 10/02/13 | Phone Lines - Cox          | 37.40     |
|                                     |              | COX BUSINESS SERVICES           | 10/02/13 | Fire Union - FS2 Internet  | 47.95     |
|                                     |              |                                 | 10/02/13 | Channel 3 Digital Music    | 34.73     |
|                                     |              |                                 | 10/01/13 | Accounts Payable - AM      | 2,085.80  |
|                                     |              | INCODE                          | 10/01/13 | Acucorp AcuServer - AM     | 724.44    |
|                                     |              |                                 | 10/01/13 | Baisc Network Support - AM | 869.09    |
|                                     |              |                                 | 10/01/13 | Distributed Time Sheet Ent | 1,812.32  |
|                                     |              |                                 | 10/01/13 | General Ledger - AM        | 2,991.36  |
|                                     |              |                                 | 10/01/13 | General Ledger JE Import - | 299.02    |
|                                     |              |                                 | 10/01/13 | Office Exporter - AM       | 82.66     |
|                                     |              |                                 | 10/01/13 | Payroll / Personnel - AM   | 3,623.42  |
|                                     |              |                                 | 10/01/13 | Project Accounting - AM    | 1,450.09  |
|                                     |              |                                 | 10/01/13 | Purchase Orders - AM       | 2,085.80  |
|                                     |              |                                 | 10/01/13 | Special Assessments - AM   | 1,340.70  |
|                                     |              |                                 | 9/30/13  | M Court Move/ rewire       | 361.50    |
|                                     |              |                                 | 9/30/13  | Wireless Router refund - 3 | 116.67-   |
|                                     |              | CARD CENTER                     | 9/30/13  | WUPD Network wiring        | 56.50     |
|                                     |              |                                 | 9/30/13  | VMware Training - KC       | 4,114.85  |
|                                     |              |                                 | 9/30/13  | GEEM - Asst Dir Computer   | 745.19    |
|                                     |              |                                 | 9/30/13  | VMware Annual Maint - Part | 161.26    |
|                                     |              |                                 | 9/30/13  | NAS2 - Overnight Shipping  | 459.03    |
|                                     |              |                                 |          | TOTAL:                     | 24,570.71 |
| ADMINISTRATION                      | GENERAL FUND | INTERNAL REVENUE SERVICE        | 10/18/13 | SOCIAL SECURITY WITHHOLDIN | 502.39    |
|                                     |              |                                 | 10/18/13 | MEDICARE WITHHOLDING       | 117.50    |
|                                     |              | COVENTRY HEALTH SYSTEMS         | 10/04/13 | PHS EMPLOYEE               | 195.04    |
|                                     |              |                                 | 10/18/13 | PHS EMPLOYEE               | 195.04    |
|                                     |              |                                 | 10/04/13 | PHS EMP/SPOUSE             | 50.88     |
|                                     |              |                                 | 10/18/13 | PHS EMP/SPOUSE             | 50.88     |
|                                     |              |                                 | 10/04/13 | PHS FAMILY 3000            | 25.44     |
|                                     |              |                                 | 10/18/13 | PHS FAMILY 3000            | 25.44     |
|                                     |              | CENTURYLINK COMMUNICATION, INC. | 10/21/13 | ADMINISTRATION             | 178.37    |
|                                     |              |                                 | 10/21/13 | ADMINISTRATIVE SERVICES    | 14.27     |
|                                     |              | TELEPLUS SOLUTIONS              | 10/15/13 | Lower Rates / Switch to Co | 451.15    |
|                                     |              |                                 | 10/15/13 | FAX Server DID Trunk Cost  | 73.38     |
|                                     |              | STAPLES ADVANTAGE               | 10/12/13 | LAMINATOR AND SUPPLIES     | 265.57    |
|                                     |              |                                 | 10/17/13 | TONER FOR COLOR PRINTER    | 1,036.75  |
|                                     |              |                                 | 10/19/13 | IMAGE TRANSFER KIT         | 285.09    |
|                                     |              |                                 | 10/18/13 | OFFICE SUPPLIES            | 77.60     |
|                                     |              |                                 | 9/04/13  | MOINTH OF JULY AUGUST      | 675.00    |
|                                     |              | COLUMBIA CAPITAL MANAGEMENT LLC | 10/28/13 | 700 N JEFF-GAS-SEPT 2013   | 86.18     |
|                                     |              |                                 | 10/17/13 | IMAGES, GRAPHS,TUBULAR MAT | 2,849.20  |
|                                     |              |                                 | 8/17/13  | AGENDAPAL                  | 449.00    |
|                                     |              | MUNICIPAL CODE CORPORATION      | 10/17/13 | AGENDAPAL                  | 449.00    |
|                                     |              |                                 | 10/28/13 | SEPT COLLECTION FEES - BP  | 7.08      |
|                                     |              | COX BUSINESS SERVICES           | 10/02/13 | Phone Lines - Cox          | 144.66    |
|                                     |              |                                 | 10/14/13 | SHRED SERVICES             | 35.50     |
|                                     |              | DOCUMENT RESOURCES, INC.        | 10/16/13 | MPR FALL CONFERENCE HOTEL  | 138.32    |
|                                     |              |                                 | 10/04/13 | CITY OF JC EMPLOYER PD LIF | 34.00     |
|                                     |              |                                 | 10/25/13 | 2013 COBRA PEPM ADMIN FEES | 264.00    |

| DEPARTMENT           | FUND         | VENDOR NAME              | DATE     | DESCRIPTION                | AMOUNT    |
|----------------------|--------------|--------------------------|----------|----------------------------|-----------|
|                      |              |                          | 10/25/13 | 2013 PEPM ADMIN FEES-OCT   | 407.00    |
|                      |              |                          | 10/25/13 | 2013 PEPM ADMIN FEES-SEPT  | 416.00    |
|                      |              | DELTA DENTAL (PAYROLL)   | 10/04/13 | DELTA DENTAL OF KANSAS     | 23.76     |
|                      |              |                          | 10/18/13 | DELTA DENTAL OF KANSAS     | 45.36     |
|                      |              |                          | 10/04/13 | DELTA DENTAL OF KANSAS     | 20.79     |
|                      |              |                          | 10/18/13 | DELTA DENTAL OF KANSAS     | 20.79     |
|                      |              | KANSAS GAS SERVICE       | 10/15/13 | 133 W 7TH-AUG 2013         | 43.08     |
|                      |              |                          | 10/15/13 | 133 W 7TH-JULY 2013        | 41.35     |
|                      |              |                          | 10/22/13 | 133 W 7TH-SEPT 2013        | 42.20     |
|                      |              |                          | 10/15/13 | 700 N JEFFERSON-SEPT 2013  | 35.42     |
|                      |              |                          | 10/15/13 | 701 N JEFFERSON-EDC        | 40.38     |
|                      |              | WESTAR ENERGY            | 10/15/13 | 617 N WASHINGTON           | 22.74     |
|                      |              |                          | 10/15/13 | 700 N JEFFERSON            | 3,340.93  |
|                      |              |                          | 10/15/13 | MUNICIPAL BLDG-POLE LIGHT  | 18.75     |
|                      |              |                          | 10/15/13 | 701 N JEFFERSON-EDC        | 308.30    |
|                      |              |                          | 10/15/13 | 902 E CHESTNUT-SHH         | 366.91    |
|                      |              |                          | 10/15/13 | 2718 INDUSTRIAL-VENTRIA    | 5,523.24  |
|                      |              | KANSAS PUBLIC EMPLOYEES  | 10/18/13 | KPERS #1                   | 326.54    |
|                      |              |                          | 10/18/13 | KPERS #2                   | 330.81    |
|                      |              | MOORE MEDICAL LLC        | 9/30/13  | FLULAVA 10 DOSE VIAL 9 QTY | 1,043.45  |
|                      |              |                          | 10/01/13 | FLUVIRIN 10 DOSE VIAL 2 QT | 202.33    |
|                      |              | TMHC SERVICES, INC.      | 9/30/13  | ADMIN FEES 96 ACTIVE PARTI | 360.00    |
|                      |              |                          | 9/30/13  | ADMIN FEES 15 ACTIVE PARTI | 78.75     |
|                      |              | POSTMASTER               | 10/28/13 | PERMIT 167-DEC 2013        | 200.00    |
|                      |              | CARD CENTER              | 10/16/13 | KITES-BUSINESS LUNCH       | 40.00     |
|                      |              |                          | 10/16/13 | COACHS GRILL-BUSINESS LUNC | 15.00     |
|                      |              |                          | 10/16/13 | TRUE VALUE-WALL REPAIR(SPA | 7.49      |
|                      |              |                          | 10/10/13 | COURTYARD-CM INTERVIEW     | 98.34     |
|                      |              |                          | 10/10/13 | CATERING FOR CITY PICNIC   | 56.67     |
|                      |              |                          | 10/10/13 | BBQ ITEMS FOR CITY PICNIC  | 52.55     |
|                      |              |                          | 10/10/13 | IMPA-MEMBERSHIP            | 203.02    |
|                      |              |                          | 10/10/13 | IMPA-MEMBERSHIP            | 175.98    |
|                      |              |                          | 10/15/13 | KITES-CITY MAYOR AND COMMI | 47.21     |
|                      |              |                          | 10/15/13 | BELLAS-CITY MAYOR AND COMM | 29.93     |
|                      |              |                          | 10/10/13 | PRIZES FOR CITY PICNIC     | 73.77     |
|                      |              |                          | 10/10/13 | GIFT CERT PRIZE FOR CITY P | 25.00     |
|                      |              |                          | 10/10/13 | TROPHY CITY PICNIC         | 22.45     |
|                      |              |                          | 10/15/13 | WALMART-PRIZES-DIFF OWED   | 5.53      |
|                      |              |                          | 10/10/13 | VALIDITY SCREENING-BACKGRO | 76.50     |
|                      |              |                          | 10/10/13 | BELLAS-CM INTERVIEW LUNCH  | 31.89     |
|                      |              |                          | 10/10/13 | KITES-CM INTERVIEW LUNCH   | 42.18     |
|                      |              | SAM'S CLUB               | 10/22/13 | CITY EMPL PICNIC-SUPPLIES/ | 136.06    |
|                      |              | CHAMBER OF COMMERCE      | 10/24/13 | BREAKFAST LANDES, ASKA, RY | 36.00     |
|                      |              | LATHROP & GAGE LLP       | 10/04/13 | GENERAL BUSINESS MATTERS   | 22,141.50 |
|                      |              |                          | 10/04/13 | EDWARDS AUTO PLAZA TIF     | 435.00    |
|                      |              |                          | 10/04/13 | LEASE US CORPS OF ENGINEER | 3,744.00  |
|                      |              |                          | 10/07/13 | GEN LABOR & EMPLOYMENT ISS | 4,422.00  |
|                      |              |                          | 10/07/13 | CONTRACT NEGOTIATIONS      | 360.00    |
|                      |              | WEST PAYMENT CENTER      | 10/22/13 | KS COURT RULES BOOK-2014   | 314.00    |
|                      |              |                          | 10/22/13 | SEPT 1- SEPT 30 2013       | 206.50    |
|                      |              | THOMAS SIGN COMPANY      | 10/07/13 | FOR SALE SIGNS             | 595.00    |
|                      |              |                          |          | TOTAL:                     | 55,329.18 |
| BUILDING MAINTENANCE | GENERAL FUND | INTERNAL REVENUE SERVICE | 10/18/13 | SOCIAL SECURITY WITHHOLDIN | 212.09    |
|                      |              |                          | 10/18/13 | MEDICARE WITHHOLDING       | 49.60     |
|                      |              | COVENTRY HEALTH SYSTEMS  | 10/04/13 | PHS EMPLOYEE               | 508.77    |

| DEPARTMENT | FUND         | VENDOR NAME                           | DATE     | DESCRIPTION                | AMOUNT    |
|------------|--------------|---------------------------------------|----------|----------------------------|-----------|
|            |              |                                       | 10/18/13 | PHS EMPLOYEE               | 508.77    |
|            |              | NAT'L INSURANCE MARKETING BROKERS LLC | 10/04/13 | CITY OF JC EMPLOYER PD LIF | 25.82     |
|            |              | DELTA DENTAL (PAYROLL)                | 10/04/13 | DELTA DENTAL OF KANSAS     | 21.60     |
|            |              |                                       | 10/18/13 | DELTA DENTAL OF KANSAS     | 21.60     |
|            |              |                                       | 10/04/13 | DELTA DENTAL OF KANSAS     | 21.88     |
|            |              |                                       | 10/18/13 | DELTA DENTAL OF KANSAS     | 21.88     |
|            |              | GEARY COUNTY PUBLIC WORKS             | 10/21/13 | UNLEADED                   | 81.76     |
|            |              |                                       | 10/21/13 | FUEL SURCH.24.7 GAL @ .08  | 1.98      |
|            |              | KANSAS PUBLIC EMPLOYEES               | 10/18/13 | KPERS #1                   | 110.86    |
|            |              |                                       | 10/18/13 | KPERS #2                   | 204.91    |
|            |              | CARD CENTER                           | 10/10/13 | PINE BOARDS                | 4.60      |
|            |              |                                       | 10/10/13 | LATEX CALUK AND PINE       | 8.04      |
|            |              |                                       | 10/10/13 | TAPE, SCREWS & FASTNERS    | 4.34      |
|            |              |                                       | 10/10/13 | MASONARY 5/8 X 6 CD        | 10.99     |
|            |              |                                       | 10/10/13 | CARPET ADHESIVE & SPREADER | 46.16     |
|            |              |                                       | 10/10/13 | GREY POLOS FOR DARRELL W   | 175.35    |
|            |              |                                       | 10/10/13 | CARPET ADHESIVE COVERS     | 86.97     |
|            |              |                                       | 10/10/13 | CRIMP WIRE CUP AND WHEEL   | 21.27     |
|            |              |                                       | 10/10/13 | CARPET ADHESIVE COVERS     | 52.18     |
|            |              |                                       | 10/10/13 | URINAL KIT, HNDL RPR KIT   | 25.83     |
|            |              |                                       | 10/10/13 | TANK BOLT & WASHER KIT     | 6.49      |
|            |              |                                       | 10/10/13 | LAMP                       | 25.44     |
|            |              |                                       | 10/10/13 | MASTER PLUNGER             | 9.99      |
|            |              |                                       | 10/10/13 | SLOAN INSIDE COVER         | 6.89      |
|            |              |                                       | 10/10/13 | CIRCULATING PUMP           | 447.34    |
|            |              |                                       | 10/10/13 | SPUD CPLG                  | 12.35     |
|            |              |                                       | 10/10/13 | PULL & PUSH PLATE          | 49.99     |
|            |              |                                       | 10/10/13 | JEANS FOR DARRELL WILLIAMS | 69.25     |
|            |              |                                       | 10/10/13 | TOILET SEAT                | 28.99     |
|            |              |                                       | 10/10/13 | RULER, SCREWDRIVER, ETC    | 35.87     |
|            |              |                                       | 10/10/13 | FOLDING DOOR               | 57.99     |
|            |              |                                       | 10/10/13 | CAST BRASS P-TRAP          | 21.19     |
|            |              |                                       | 10/10/13 | GRIND DRAIN                | 9.15      |
|            |              |                                       | 10/10/13 | BEVEL WASHER               | 5.97      |
|            |              |                                       | 10/10/13 | DRIVE GUIDE, SECURITY TORX | 10.78     |
|            |              |                                       | 10/10/13 | WALLBOARD JOINT COMPOUND   | 7.49      |
|            |              |                                       | 10/10/13 | CEILING TILE               | 84.00     |
|            |              |                                       | 10/10/13 | DUPLEX COVER               | 10.25     |
|            |              |                                       | 10/10/13 | DRILL BIT, CORNER BRACE, S | 20.73     |
|            |              |                                       | 10/10/13 | EXIT LIGHT                 | 71.55     |
|            |              |                                       | 10/10/13 | CEMENT, SANDER             | 30.57     |
|            |              |                                       |          | TOTAL:                     | 3,145.16  |
| PARKS      | GENERAL FUND | INTERNAL REVENUE SERVICE              | 10/18/13 | SOCIAL SECURITY WITHHOLDIN | 521.48    |
|            |              |                                       | 10/18/13 | MEDICARE WITHHOLDING       | 121.96    |
|            |              | COVENTRY HEALTH SYSTEMS               | 10/04/13 | PHS EMPLOYEE               | 847.95    |
|            |              |                                       | 10/18/13 | PHS EMPLOYEE               | 847.95    |
|            |              |                                       | 10/04/13 | PHS EMP/CHILD              | 169.59    |
|            |              |                                       | 10/18/13 | PHS EMP/CHILD              | 169.59    |
|            |              |                                       | 10/04/13 | PHS FAMILY 3000            | 33.92     |
|            |              |                                       | 10/18/13 | PHS FAMILY 3000            | 33.92     |
|            |              | TELEPLUS SOLUTIONS                    | 10/15/13 | WUPD Office                | 25.07     |
|            |              |                                       | 10/15/13 | WUPD Internet              | 12.50     |
|            |              | CENTRAL NATIONAL BANK                 | 10/28/13 | LJN LOAN PAYMENT           | 2,244.45  |
|            |              |                                       | 10/28/13 | LJN LOAN PAYMENT           | 18,886.67 |
|            |              | C & M LAWN SERVICES                   | 10/14/13 | OCT 6-OCT12, 2013 MOWING   | 2,475.52  |

| DEPARTMENT | FUND | VENDOR NAME                           | DATE     | DESCRIPTION                | AMOUNT   |
|------------|------|---------------------------------------|----------|----------------------------|----------|
|            |      |                                       | 10/07/13 | 9/29-10/5/13 MOWING        | 1,495.88 |
|            |      | COX BUSINESS SERVICES                 | 10/02/13 | WUPD - Metro E             | 182.50   |
|            |      |                                       | 10/02/13 | WUPD - Telephone           | 81.59    |
|            |      | NAT'L INSURANCE MARKETING BROKERS LLC | 10/04/13 | CITY OF JC EMPLOYER PD LIF | 45.15    |
|            |      | NORTHERN LIGHTS DISPLAY               | 10/28/13 | LIGHT DISPLAYS FOR HERITA  | 8,179.00 |
|            |      | DAVE'S ELECTRIC, INC.                 | 10/07/13 | 12TH ST TENNIS CT LIGHTS   | 377.34   |
|            |      |                                       | 10/11/13 | VITETNAM MEM BALLAST       | 164.27   |
|            |      |                                       | 10/15/13 | BLUFFS PARK, BACK UP PANEL | 52.26    |
|            |      | DELTA DENTAL (PAYROLL)                | 10/04/13 | DELTA DENTAL OF KANSAS     | 47.52    |
|            |      |                                       | 10/18/13 | DELTA DENTAL OF KANSAS     | 47.52    |
|            |      |                                       | 10/04/13 | DELTA DENTAL OF KANSAS     | 43.76    |
|            |      |                                       | 10/18/13 | DELTA DENTAL OF KANSAS     | 43.76    |
|            |      | GEARY COUNTY PUBLIC WORKS             | 10/21/13 | PARKS-UNLEADED             | 1,259.13 |
|            |      |                                       | 10/21/13 | PARKS-DIESEL               | 87.40    |
|            |      |                                       | 10/21/13 | PARKS-FUEL CHARGE-405. GAL | 32.42    |
|            |      | KANSAS FOREST SERVICE                 | 10/17/13 | DEFECTIVE TREE REFRESHER   | 25.00    |
|            |      | KANSAS GAS SERVICE                    | 10/15/13 | 2307 N JACKSON             | 41.35    |
|            |      |                                       | 10/15/13 | 1017 1/2 W 5TH ST          | 30.08    |
|            |      | WESTAR ENERGY                         | 10/22/13 | 513 N JEFFERSON-OCT 2013   | 475.11   |
|            |      |                                       | 10/15/13 | 2307 N JACKSON-POLE LIGHTS | 392.77   |
|            |      |                                       | 10/15/13 | 1021 GRANT-FEMA LAND       | 26.25    |
|            |      |                                       | 10/15/13 | 100 GRANT-WASH-MONT PLAZA  | 212.50   |
|            |      |                                       | 10/15/13 | CORONADO PARK BATHROOMS    | 23.90    |
|            |      |                                       | 10/15/13 | CORONADO PARK LIGHTS       | 14.84    |
|            |      |                                       | 10/15/13 | CORONADO PARK TENNIS LIGHT | 19.95    |
|            |      |                                       | 10/15/13 | RIMROCK PARK LIGHTS        | 104.81   |
|            |      |                                       | 10/15/13 | RIMROCK PARK LIGHTS        | 289.26   |
|            |      |                                       | 10/15/13 | NORTH PARK LIGHTS          | 26.97    |
|            |      |                                       | 10/15/13 | NORTH PARK LIGHTS          | 130.38   |
|            |      |                                       | 10/15/13 | SOUTH PARK LIGHTS          | 87.22    |
|            |      |                                       | 10/15/13 | SOUTH PARK LIGHTS          | 74.19    |
|            |      |                                       | 10/15/13 | SOUTH PARK BATHROOM        | 28.32    |
|            |      |                                       | 10/15/13 | FILBY PARK LIGHTS          | 69.16    |
|            |      |                                       | 10/15/13 | 14TH&CUSTER-FILBY BATHROOM | 19.95    |
|            |      |                                       | 10/15/13 | 5TH ST PARK-TENNIS         | 114.15   |
|            |      |                                       | 10/15/13 | 5TH&WASHINGTON-HERITAGE    | 33.05    |
|            |      |                                       | 10/15/13 | 5TH ST PARK LIGHT POLES    | 190.71   |
|            |      |                                       | 10/15/13 | 5TH ST PARK LIGHT POLES    | 161.83   |
|            |      |                                       | 10/15/13 | 420 GRANT-BRAMLAGE         | 101.06   |
|            |      |                                       | 10/15/13 | SERTOMA PARK LIGHTS        | 19.95    |
|            |      |                                       | 10/15/13 | CLEARY PARK LIGHTS         | 385.52   |
|            |      |                                       | 10/15/13 | CLEARY PLAYGROUND LIGHTS   | 26.21    |
|            |      |                                       | 10/15/13 | CLEARY PARK BATHROOM       | 20.04    |
|            |      |                                       | 10/15/13 | 1020 W 11TH 1/2-CLEARY BLD | 64.09    |
|            |      |                                       | 10/15/13 | RATHERT FIELD LIGHTS       | 50.46    |
|            |      |                                       | 10/15/13 | RATHERT FIELD              | 288.73   |
|            |      |                                       | 10/15/13 | RATHERT FIELD LIGHTS       | 107.88   |
|            |      |                                       | 10/15/13 | 1200 N FRANKLIN ST         | 58.61    |
|            |      |                                       | 10/15/13 | 200 N EISENHOWER-SIGN      | 121.12   |
|            |      |                                       | 10/15/13 | PAWNEE PARK LIGHT          | 26.21    |
|            |      |                                       | 10/15/13 | NORTH PARK-CONCESION       | 157.76   |
|            |      |                                       | 10/15/13 | 302 W 18TH-BUFFALO SOLDIER | 291.86   |
|            |      |                                       | 10/15/13 | 2301 SVR-PLANTERS          | 19.00    |
|            |      |                                       | 10/15/13 | 930 E GUNNER-PATH LIGHT    | 91.36    |
|            |      |                                       | 10/15/13 | 920 E GUNNER-PATH LIGHT    | 68.29    |
|            |      |                                       | 10/15/13 | 145 E ASH-RIVER WALK       | 145.73   |

| DEPARTMENT    | FUND         | VENDOR NAME              | DATE     | DESCRIPTION                | AMOUNT    |
|---------------|--------------|--------------------------|----------|----------------------------|-----------|
|               |              |                          | 10/15/13 | 1821 CAROLINE AVE-BLUFFS   | 34.19     |
|               |              |                          | 10/15/13 | 900 W 12TH-PARK LIGHT      | 19.95     |
|               |              |                          | 10/15/13 | 5TH & EISENHOWER-SIGN      | 86.33     |
|               |              | KANSAS PUBLIC EMPLOYEES  | 10/18/13 | KPERS #1                   | 530.03    |
|               |              |                          | 10/18/13 | KPERS #2                   | 190.53    |
|               |              | MASSCO                   | 10/10/13 | FASTDRAW #7                | 201.06    |
|               |              | CARD CENTER              | 10/10/13 | GRASS & WEED KILLER        | 262.00    |
|               |              |                          | 10/10/13 | TRIMMER LINE               | 56.99     |
|               |              |                          | 10/10/13 | ELECTRICAL TAPE & CABLE TI | 33.12     |
|               |              |                          | 10/10/13 | SWING SET HAMMOND PARK     | 55.78     |
|               |              |                          | 10/10/13 | SPARY & OILS               | 64.31     |
|               |              |                          | 10/10/13 | HOSE AND NOZZLE            | 11.47     |
|               |              |                          | 10/10/13 | CLEANING SUPPLIES          | 70.76     |
|               |              |                          | 10/10/13 | TIRES FOR TRUCK #885       | 502.80    |
|               |              |                          | 10/10/13 | SCREW, SAND BELT, CAR WASH | 22.13     |
|               |              |                          | 10/10/13 | HOSE AND SCREWS            | 17.94     |
|               |              |                          | 10/10/13 | SOAP REFILLS               | 31.28     |
|               |              |                          | 10/10/13 | KEY BLANK, PADLOCK, HOSE A | 50.12     |
|               |              |                          | 10/10/13 | SLOAN INSIDE COVER         | 6.89      |
|               |              |                          | 10/10/13 | WAX RING                   | 1.45      |
|               |              |                          | 10/10/13 | ENGINE OIL, EXT CORD       | 72.86     |
|               |              |                          | 10/10/13 | DOOR KNOB/HERITAGE PARK    | 73.77     |
|               |              |                          | 10/10/13 | OFFICE SUPPLY              | 3.77      |
|               |              |                          | 10/10/13 | VARNISH BRUSH/PARKS SHOP   | 2.58      |
|               |              |                          | 10/10/13 | FLUSH BOWL                 | 85.00     |
|               |              |                          | 10/10/13 | FLUSH BOWL                 | 85.00     |
|               |              |                          | TOTAL:   |                            | 45,737.81 |
| SWIMMING POOL | GENERAL FUND | TELEPLUS SOLUTIONS       | 10/15/13 | Pool Internet              | 6.00      |
|               |              | COX BUSINESS SERVICES    | 10/02/13 | Pool - Internet Connection | 47.95     |
|               |              |                          | 10/02/13 | Pool - Phone               | 34.36     |
|               |              | SECURITY SOLUTIONS INC   | 10/22/13 | ALARM CITY POOL-1017 W 5TH | 15.00     |
|               |              | KEY OFFICE EQUIPMENT     | 10/21/13 | CC MACH PAPER, WHITE OUT,  | 68.46     |
|               |              |                          | 10/21/13 | CREDIT CARD PAPER          | 47.76     |
|               |              | KANSAS GAS SERVICE       | 10/15/13 | 1017 W 5TH                 | 36.96     |
|               |              | WESTAR ENERGY            | 10/15/13 | 5TH ST POOL                | 266.44    |
|               |              |                          | TOTAL:   |                            | 522.93    |
| AIRPORT       | GENERAL FUND | TELEPLUS SOLUTIONS       | 10/15/13 | Airport Internet           | 6.00      |
|               |              | COX BUSINESS SERVICES    | 10/02/13 | Airport - Internet Connect | 47.95     |
|               |              | LOCHNER                  | 10/28/13 | AIRPORT R/W 18-36 EDGE LIG | 1,435.46  |
|               |              | F & R SERVICES           | 10/28/13 | 14TH ST-OPPOSITE RATHERT F | 26.25     |
|               |              |                          | 10/28/13 | AIRPORT/JACKSON ST ROW-ALL | 1,039.50  |
|               |              |                          | 10/28/13 | 14TH ST TRAILER COURT AREA | 78.75     |
|               |              | FIRST NATIONAL BANK      | 10/28/13 | AIRPORT MAINTENANCE-PRINC  | 8,361.38  |
|               |              |                          | 10/28/13 | AIRPORT MAINTENANCE-INT    | 2,504.61  |
|               |              | KANSAS AIR CENTER        | 10/22/13 | OCTOBER 2013-MONTH CONTRAC | 1,833.33  |
|               |              | KANSAS GAS SERVICE       | 10/15/13 | AIRPORT MAINTENANCE BLDG   | 34.38     |
|               |              | WESTAR ENERGY            | 10/15/13 | 540 W 18TH-AIRPORT MAIN    | 360.43    |
|               |              |                          | 10/15/13 | AIRPORT FLASHER LIGHTS     | 53.85     |
|               |              |                          | TOTAL:   |                            | 15,781.89 |
| GOLF COURSE   | GENERAL FUND | INTERNAL REVENUE SERVICE | 10/18/13 | SOCIAL SECURITY WITHHOLDIN | 446.46    |
|               |              |                          | 10/18/13 | MEDICARE WITHHOLDING       | 104.41    |
|               |              | COVENTRY HEALTH SYSTEMS  | 10/04/13 | PHS EMPLOYEE               | 339.18    |
|               |              |                          | 10/18/13 | PHS EMPLOYEE               | 339.18    |

| DEPARTMENT | FUND         | VENDOR NAME                           | DATE     | DESCRIPTION                | AMOUNT   |
|------------|--------------|---------------------------------------|----------|----------------------------|----------|
|            |              | CENTURYLINK COMMUNICATION, INC.       | 10/21/13 | GOLF COURSE                | 155.00   |
|            |              | TOPEKA SOD FARM                       | 10/11/13 | GREENS AERATION            | 2,000.00 |
|            |              | COX BUSINESS SERVICES                 | 10/02/13 | Golf - Internet Connection | 59.95    |
|            |              |                                       | 10/02/13 | Golf - Metro E             | 194.22   |
|            |              | NAT'L INSURANCE MARKETING BROKERS LLC | 10/04/13 | CITY OF JC EMPLOYER PD LIF | 29.95    |
|            |              | CROWN DISTRIBUTORS, INC.              | 10/11/13 | CROWN DISTRIBUTORS, INC.   | 22.25    |
|            |              | DS&O RURAL ELECTRIC                   | 10/22/13 | GOLF CLUB HOUSE            | 1,298.73 |
|            |              |                                       | 10/22/13 | GOLF COURSE                | 2,274.87 |
|            |              |                                       | 10/22/13 | GOLF COURSE-CART SHED      | 180.59   |
|            |              | DELTA DENTAL (PAYROLL)                | 10/04/13 | DELTA DENTAL OF KANSAS     | 21.60    |
|            |              |                                       | 10/18/13 | DELTA DENTAL OF KANSAS     | 21.60    |
|            |              |                                       | 10/04/13 | DELTA DENTAL OF KANSAS     | 21.88    |
|            |              |                                       | 10/18/13 | DELTA DENTAL OF KANSAS     | 21.88    |
|            |              | FLINT HILLS BEVERAGE LLC              | 10/11/13 | BEER SUPPLIES              | 106.59   |
|            |              |                                       | 10/28/13 | BEER SUPPLIES              | 118.04   |
|            |              | SECURITY SOLUTIONS INC                | 10/28/13 | SECURITY MONIT./MAINT      | 79.00    |
|            |              | KANSAS PUBLIC EMPLOYEES               | 10/18/13 | KPERS #1                   | 142.47   |
|            |              |                                       | 10/18/13 | KPERS #2                   | 253.91   |
|            |              | NEX-TECH                              | 10/28/13 | GOLF COURSE                | 10.15    |
|            |              | SNACK EXPRESS                         | 10/11/13 | FOOD / VENDING SUPPLIES    | 40.95    |
|            |              |                                       | 10/11/13 | FOOD / VENDING SUPPLIES    | 28.00    |
|            |              |                                       | 10/11/13 | SNACK EXPRESS              | 40.00    |
|            |              |                                       | 10/28/13 | FOOD / VENDING SUPPLIES    | 76.70    |
|            |              |                                       | 10/28/13 | FOOD / VENDING SUPPLIES    | 245.00   |
|            |              |                                       | 10/28/13 | FOOD SUPPLIES              | 3.90-    |
|            |              |                                       | 10/28/13 | VENDING SUPPLIES           | 12.00    |
|            |              | CARD CENTER                           | 10/09/13 | WATERS TRUE VALUE          | 6.16     |
|            |              |                                       | 10/09/13 | NAPA AUTO PARTS            | 46.38    |
|            |              |                                       | 10/09/13 | DILLONS                    | 22.39    |
|            |              |                                       | 10/09/13 | FEDEXOFFICE                | 13.50    |
|            |              |                                       | 10/09/13 | DILLONS                    | 82.94    |
|            |              |                                       | 10/09/13 | BOXNSHIP                   | 39.23    |
|            |              |                                       | 10/09/13 | WATERS TRUE VALUE          | 4.29     |
|            |              |                                       | 10/09/13 | THREE RIVERS ENGRAVING     | 17.50    |
|            |              | SAM'S CLUB                            | 10/22/13 | CLOROX,ANTIBACTERIA SOAP   | 22.94    |
|            |              | TEXOMA GOLF INC                       | 10/11/13 | GOLF CLUB GRIPS            | 152.77   |
|            |              | TIELKE ENTERPRISE, LLC                | 10/11/13 | SANDWICHES                 | 90.27    |
|            |              |                                       | 10/28/13 | SANDWICHES                 | 75.40    |
|            |              | VAN WALL EQUIPMENT                    | 10/28/13 | JOHN DEERE PARTS           | 199.62   |
|            |              |                                       | 10/28/13 | JOHN DEERE PARTS           | 1.34     |
|            |              |                                       |          | TOTAL:                     | 9,455.39 |
| AMBULANCE  | GENERAL FUND | INTERNAL REVENUE SERVICE              | 10/18/13 | SOCIAL SECURITY WITHHOLDIN | 39.85    |
|            |              |                                       | 10/18/13 | MEDICARE WITHHOLDING       | 237.31   |
|            |              | COVENTRY HEALTH SYSTEMS               | 10/04/13 | PHS EMPLOYEE               | 1,019.67 |
|            |              |                                       | 10/18/13 | PHS EMPLOYEE               | 1,020.03 |
|            |              |                                       | 10/04/13 | PHS EMP/SPOUSE             | 169.59   |
|            |              |                                       | 10/18/13 | PHS EMP/SPOUSE             | 169.59   |
|            |              |                                       | 10/04/13 | PHS FAMILY #2              | 139.41   |
|            |              |                                       | 10/18/13 | PHS FAMILY #2              | 139.41   |
|            |              |                                       | 10/04/13 | PHS FAMILY #3              | 113.63   |
|            |              |                                       | 10/18/13 | PHS FAMILY #3              | 113.63   |
|            |              |                                       | 10/04/13 | PHS FAMILY 3000            | 254.39   |
|            |              |                                       | 10/18/13 | PHS FAMILY 3000            | 254.39   |
|            |              | CENTURYLINK COMMUNICATION, INC.       | 10/21/13 | AMBULANCE                  | 46.38    |
|            |              | TELEPLUS SOLUTIONS                    | 10/15/13 | Fire Station 2             | 9.69     |

| DEPARTMENT             | FUND         | VENDOR NAME                           | DATE     | DESCRIPTION                | AMOUNT    |
|------------------------|--------------|---------------------------------------|----------|----------------------------|-----------|
|                        |              |                                       | 10/15/13 | Fire Station 2 Internet    | 6.25      |
|                        |              | KA-COMM                               | 10/28/13 | SERVICE CONTRACT/MAINT AMB | 173.50    |
|                        |              | NICK BLECHA                           | 10/09/13 | TRAINING REIMBURSEMENT     | 225.00    |
|                        |              | COX BUSINESS SERVICES                 | 10/02/13 | Phone Lines - Cox (50%)    | 65.34     |
|                        |              |                                       | 10/02/13 | Fire Station 2 - Metro E 5 | 91.25     |
|                        |              |                                       | 10/02/13 | Fire Station 2 - Phone 50% | 62.74     |
|                        |              | NAT'L INSURANCE MARKETING BROKERS LLC | 10/04/13 | CITY OF JC EMPLOYER PD LIF | 116.54    |
|                        |              | DELTA DENTAL (PAYROLL)                | 10/04/13 | DELTA DENTAL OF KANSAS     | 169.34    |
|                        |              |                                       | 10/18/13 | DELTA DENTAL OF KANSAS     | 169.45    |
|                        |              |                                       | 10/04/13 | DELTA DENTAL OF KANSAS     | 32.96     |
|                        |              |                                       | 10/18/13 | DELTA DENTAL OF KANSAS     | 32.98     |
|                        |              | FIRESTONE MASTER CAR SERV             | 10/12/13 | TIRE/MED1                  | 112.53    |
|                        |              |                                       | 10/12/13 | TIRE/MED1                  | 7.25      |
|                        |              | GEARY COUNTY PUBLIC WORKS             | 10/04/13 | DIESEL FUEL - AMBULANCE    | 1,806.48  |
|                        |              |                                       | 10/04/13 | MOTOR FUEL - AMBULANCE     | 541.06    |
|                        |              | KANSAS GAS SERVICE                    | 10/15/13 | 700 N JEFFERSON-SEPT 2013  | 35.42     |
|                        |              | WESTAR ENERGY                         | 10/15/13 | 700 N JEFFERSON            | 835.23    |
|                        |              |                                       | 10/15/13 | MUNICIPAL BLDG-POLE LIGHT  | 18.73     |
|                        |              | KANSAS PUBLIC EMPLOYEES               | 10/18/13 | KPERS #1                   | 74.77     |
|                        |              |                                       | 10/18/13 | KP&F                       | 3,573.53  |
|                        |              | MOORE MEDICAL LLC                     | 10/10/13 | MEDICAL SUPPLIES           | 9.34      |
|                        |              | CARD CENTER                           | 9/30/13  | EMS Laptop AC Power Supply | 100.67    |
|                        |              |                                       | 9/30/13  | EMS Laptop Batteries       | 344.97    |
|                        |              |                                       | 10/08/13 | AIRGAS/MEDICAL OXYGEN      | 122.26    |
|                        |              |                                       | 10/08/13 | AIRGAS/MEDICAL OXYGEN      | 115.96    |
|                        |              |                                       | 10/08/13 | WATERS/LAMBSWOOL APPLICATO | 11.99     |
|                        |              |                                       | 10/08/13 | WATERS/MILDEW REMOVER, COM | 6.28      |
|                        |              |                                       | 10/08/13 | S&W/MEDICAL SUPPLIES       | 181.67    |
|                        |              |                                       | 10/08/13 | WALMART/JANITORIAL SUPPLIE | 34.50     |
|                        |              |                                       | 10/08/13 | WATERS/CAULKING GUN,WIRE,W | 33.27     |
|                        |              |                                       | 10/08/13 | CONCORD/PULSE OXIMETERS    | 179.70    |
|                        |              |                                       | 10/08/13 | WALMART/LAUNDRY DETERGENT  | 53.64     |
|                        |              |                                       | 10/08/13 | WALMART/PEROXIDE           | 8.80      |
|                        |              |                                       | 10/08/13 | WALMART/CAR WASH           | 23.88     |
|                        |              |                                       | 10/08/13 | WALMART/RUG HOLDERS        | 9.88      |
|                        |              |                                       | 10/08/13 | WATERS/DRILL BITS, SCREWS  | 21.21     |
|                        |              |                                       | 10/08/13 | 6THST/AC WORK ON MED 2     | 432.85    |
|                        |              |                                       | 10/08/13 | OFFICEMAX/CROSSCUT SHREDDE | 139.99    |
|                        |              |                                       | 10/08/13 | MILLESONS/FUSE MED 2       | 2.99      |
|                        |              |                                       | 10/08/13 | JIMCLARK/BATTERY TRAY M3   | 18.70     |
|                        |              |                                       |          | TOTAL:                     | 13,729.87 |
| ANIMAL SHELTER         | GENERAL FUND | GEARY COUNTY CLERK                    | 10/28/13 | SEPT 2013-ANIMAL SHELTER F | 5,455.87  |
|                        |              |                                       |          | TOTAL:                     | 5,455.87  |
| COUNTY/INS ZONING SVCS | GENERAL FUND | CENTURYLINK COMMUNICATION, INC.       | 10/21/13 | ZONING/COUNTY INSPECTION   | 14.27     |
|                        |              | COX BUSINESS SERVICES                 | 10/02/13 | Phone Lines - Cox          | 47.78     |
|                        |              | RDG SCHUTTE WILSCAM BIRGE INC         | 10/28/13 | JC/GE COMP PLAN            | 5,684.64  |
|                        |              | KEY OFFICE EQUIPMENT                  | 10/28/13 | CYAN CARTRIDGE COLOR COPIE | 110.00    |
|                        |              |                                       | 10/28/13 | MAGENTA CARTRIDGE COLOR CO | 110.00    |
|                        |              |                                       | 10/28/13 | YELLOW CARTRIDGE COLOR COP | 110.00    |
|                        |              |                                       | 10/28/13 | INTEROFFICE ENVELOPES      | 6.29      |
|                        |              |                                       | 10/28/13 | BLUE BALL POINT PENS       | 3.98      |
|                        |              |                                       | 10/28/13 | RED BALL POINT PENS        | 3.05      |
|                        |              | CARD CENTER                           | 10/14/13 | QUILL-#10 ENVELOPES W/O WI | 8.79      |
|                        |              |                                       | 10/14/13 | QUILL-ADDRESS LABELS       | 13.32     |

| DEPARTMENT  | FUND         | VENDOR NAME                           | DATE     | DESCRIPTION                 | AMOUNT   |
|-------------|--------------|---------------------------------------|----------|-----------------------------|----------|
|             |              |                                       | 10/14/13 | QUILL- MINI BINDER CLIPS    | 3.16     |
|             |              |                                       | 10/14/13 | QUILL - NAME BADGES         | 49.59    |
|             |              |                                       | 10/14/13 | QUILL- BLK INK FOR CLR PRI  | 78.96    |
|             |              |                                       | 10/14/13 | QUILL- SMALL PAPER CLIPS    | 2.52     |
|             |              |                                       | 10/14/13 | QUILL- HP CARTRIDGES        | 40.32    |
|             |              |                                       | 10/14/13 | RAMADA-TOPEKA CONFERENCE    | 187.60   |
|             |              |                                       | 10/14/13 | DILLONS-COMP PLAN MTG PLAN  | 77.75    |
|             |              |                                       | 10/14/13 | WALMART-COMP PLAN MTG FOOD  | 34.42    |
|             |              |                                       | 10/14/13 | BELLAS - COMP PLAN MEAL     | 26.65    |
|             |              |                                       |          | TOTAL:                      | 6,613.09 |
| ENGINEERING | GENERAL FUND | INTERNAL REVENUE SERVICE              | 10/18/13 | SOCIAL SECURITY WITHHOLDIN  | 78.30    |
|             |              |                                       | 10/18/13 | MEDICARE WITHHOLDING        | 18.31    |
|             |              | COVENTRY HEALTH SYSTEMS               | 10/04/13 | PHS EMPLOYEE                | 169.59   |
|             |              |                                       | 10/18/13 | PHS EMPLOYEE                | 169.60   |
|             |              | COX BUSINESS SERVICES                 | 10/02/13 | Phone Lines - Cox           | 75.72    |
|             |              | NAT'L INSURANCE MARKETING BROKERS LLC | 10/04/13 | CITY OF JC EMPLOYER PD LIF  | 9.36     |
|             |              | DELTA DENTAL (PAYROLL)                | 10/04/13 | DELTA DENTAL OF KANSAS      | 16.20    |
|             |              |                                       | 10/18/13 | DELTA DENTAL OF KANSAS      | 16.20    |
|             |              |                                       | 10/04/13 | DELTA DENTAL OF KANSAS      | 2.74     |
|             |              |                                       | 10/18/13 | DELTA DENTAL OF KANSAS      | 2.74     |
|             |              | GEARY COUNTY PUBLIC WORKS             | 10/13/13 | 727 SORT 1                  | 98.97    |
|             |              |                                       | 10/13/13 | FUEL SURCHARGE              | 2.39     |
|             |              | KEY OFFICE EQUIPMENT                  | 10/28/13 | CYAN CARTRIDGE COLOR COPIE  | 110.00   |
|             |              |                                       | 10/28/13 | MAGENTA CARTRIDGE COLOR CO  | 110.00   |
|             |              |                                       | 10/28/13 | YELLOW CARTRIDGE COLOR COP  | 110.00   |
|             |              |                                       | 10/28/13 | INTEROFFICE ENVELOPES       | 6.30     |
|             |              |                                       | 10/28/13 | BLUE BALL POINT PENS        | 3.98     |
|             |              |                                       | 10/28/13 | RED BALL POINT PENS         | 3.05     |
|             |              | KANSAS PUBLIC EMPLOYEES               | 10/18/13 | KPERS #1                    | 85.76    |
|             |              |                                       | 10/18/13 | KPERS #2                    | 32.80    |
|             |              | CARD CENTER                           | 10/14/13 | QUILL-HOLE REINFORCEMENTS   | 9.15     |
|             |              |                                       | 10/14/13 | QUILL-3" 3 RING BINDERS X   | 10.86    |
|             |              |                                       | 10/14/13 | QUILL-2" 3 RING BINDERS X   | 7.66     |
|             |              |                                       | 10/14/13 | QUILL-1" 3 RING BINDERS X   | 13.95    |
|             |              |                                       | 10/14/13 | QUILL-LEGAL FILE FOLDERS    | 8.79     |
|             |              |                                       | 10/14/13 | QUILL-12" RULERS X 3        | 0.18     |
|             |              |                                       | 10/14/13 | QUILL-#10 ENVELOPES W/O WI  | 8.79     |
|             |              |                                       | 10/14/13 | QUILL-ADDRESS LABELS        | 13.33    |
|             |              |                                       | 10/14/13 | QUILL- MINI BINDER CLIPS    | 3.16     |
|             |              |                                       | 10/14/13 | QUILL- 1" BLACK ON WHITE LA | 31.49    |
|             |              |                                       | 10/14/13 | QUILL- 1" BLACK ON CLR LAB  | 24.69    |
|             |              |                                       | 10/14/13 | QUILL- 1/2" BLACK ON CLR L  | 16.62    |
|             |              |                                       | 10/14/13 | QUILL- 1/2" BLACK ON WHITE  | 19.99    |
|             |              |                                       | 10/14/13 | QUILL- BLK INK FOR CLR PRI  | 78.96    |
|             |              |                                       | 10/14/13 | QUILL- PEN REFILL           | 2.23     |
|             |              |                                       | 10/14/13 | QUILL-3 RING INDEX DVDRS    | 17.16    |
|             |              |                                       | 10/14/13 | QUILL- SMALL PAPER CLIPS    | 2.52     |
|             |              |                                       | 10/14/13 | QUILL- HP CARTRIDGES        | 40.31    |
|             |              |                                       | 10/10/13 | APWA FALL MEETING-GREG/KRI  | 90.00    |
|             |              |                                       | 10/14/13 | VERIZON-IPHONE 4 SHELL X 2  | 44.98    |
|             |              |                                       | 10/17/13 | WALMART-SHIPPING SUPPLIES   | 28.59    |
|             |              |                                       | 10/17/13 | USPS-MAIL KDOT FUEL CNTN A  | 1.52     |
|             |              |                                       | 10/17/13 | SUBWAY-APWA FLEET SYSTEMS   | 3.61     |
|             |              |                                       |          | TOTAL:                      | 1,600.55 |

| DEPARTMENT        | FUND         | VENDOR NAME                            | DATE     | DESCRIPTION                 | AMOUNT   |
|-------------------|--------------|--|----------|-----------------------------|----------|
| CODES ENFORCEMENT | GENERAL FUND | INTERNAL REVENUE SERVICE               | 10/18/13 | SOCIAL SECURITY WITHHOLDIN  | 217.09   |
|                   |              |  | 10/18/13 | MEDICARE WITHHOLDING        | 50.77    |
|                   |              | COVENTRY HEALTH SYSTEMS                | 10/04/13 | PHS EMPLOYEE                | 254.39   |
|                   |              |  | 10/18/13 | PHS EMPLOYEE                | 254.38   |
|                   |              |  | 10/04/13 | PHS FAMILY 3000             | 169.59   |
|                   |              |  | 10/18/13 | PHS FAMILY 3000             | 169.59   |
|                   |              |  | 10/21/13 | CODE ENFORCEMENT            | 35.67    |
|                   |              | CENTURYLINK COMMUNICATION, INC.        | 10/13/13 | TRUCK 726                   | 3.30     |
|                   |              |  | 10/13/13 | TRUCK 726                   | 2.90     |
|                   |              |  | 10/13/13 | DISCOUNT                    | 0.62-    |
|                   |              | COX BUSINESS SERVICES                  | 10/02/13 | Phone Lines - Cox           | 47.78    |
|                   |              | NAT'L INSURANCE MARKETING BROKERS LLC  | 10/04/13 | CITY OF JC EMPLOYER PD LIF  | 24.78    |
|                   |              | DELTA DENTAL (PAYROLL)                 | 10/04/13 | DELTA DENTAL OF KANSAS      | 54.00    |
|                   |              |  | 10/18/13 | DELTA DENTAL OF KANSAS      | 54.00    |
|                   |              | GEARY COUNTY PUBLIC WORKS              | 10/13/13 | 726- Sort 1                 | 130.74   |
|                   |              |  | 10/13/13 | 726- Sort 2                 | 73.15    |
|                   |              |  | 10/13/13 | 728- Sort 1                 | 81.10    |
|                   |              |  | 10/13/13 | 728- Sort 2                 | 68.19    |
|                   |              |  | 10/13/13 | FUEL SURCHARGE              | 8.54     |
|                   |              | KEY OFFICE EQUIPMENT                   | 10/28/13 | CYAN CARTRIDGE COLOR COPIE  | 109.99   |
|                   |              |  | 10/28/13 | MAGENTA CARTRIDGE COLOR CO  | 109.99   |
|                   |              |  | 10/28/13 | YELLOW CARTRIDGE COLOR COP  | 109.99   |
|                   |              |  | 10/28/13 | INTEROFFICE ENVELOPES       | 6.30     |
|                   |              |  | 10/28/13 | BLUE BALL POINT PENS        | 4.00     |
|                   |              |  | 10/28/13 | RED BALL POINT PENS         | 3.05     |
|                   |              |  | 10/18/13 | KPERS #1                    | 350.07   |
|                   |              | KANSAS PUBLIC EMPLOYEES<br>CARD CENTER | 10/14/13 | QUILL-12" RULERS X 3        | 0.18     |
|                   |              |  | 10/14/13 | QUILL-#10 ENVELOPES W/O WI  | 8.79     |
|                   |              |  | 10/14/13 | QUILL-ADDRESS LABELS        | 13.33    |
|                   |              |  | 10/14/13 | QUILL- MINI BINDER CLIPS    | 3.16     |
|                   |              |  | 10/14/13 | QUILL- 1" BLACK ON WHITE LA | 31.48    |
|                   |              |  | 10/14/13 | QUILL- 1" BLACK ON CLR LAB  | 24.69    |
|                   |              |  | 10/14/13 | QUILL- 1/2" BLACK ON CLR L  | 16.62    |
|                   |              |  | 10/14/13 | QUILL- 1/2" BLACK ON WHITE  | 19.99    |
|                   |              |  | 10/14/13 | QUILL- BLK INK FOR CLR PRI  | 78.95    |
|                   |              |  | 10/14/13 | QUILL- PEN REFILL           | 2.23     |
|                   |              |  | 10/14/13 | QUILL- SMALL PAPER CLIPS    | 2.52     |
|                   |              |  | 10/14/13 | QUILL- HP CARTRIDGES        | 40.32    |
|                   |              |  | TOTAL:   |                             | 2,634.99 |
| POLICE            | GENERAL FUND | INTERNAL REVENUE SERVICE               | 10/18/13 | SOCIAL SECURITY WITHHOLDIN  | 748.87   |
|                   |              |  | 10/18/13 | SOCIAL SECURITY WITHHOLDIN  | 834.46   |
|                   |              |  | 10/18/13 | MEDICARE WITHHOLDING        | 1,160.73 |
|                   |              |  | 10/18/13 | MEDICARE WITHHOLDING        | 219.70   |
|                   |              | EDGAR, DAVID                           | 10/22/13 | RANGE TARGET REPAIR         | 70.00    |
|                   |              | COVENTRY HEALTH SYSTEMS                | 10/04/13 | PHS EMPLOYEE                | 3,932.37 |
|                   |              |  | 10/04/13 | PHS EMPLOYEE                | 548.22   |
|                   |              |  | 10/04/13 | PHS EMPLOYEE                | 20.21    |
|                   |              |  | 10/18/13 | PHS EMPLOYEE                | 3,942.99 |
|                   |              |  | 10/18/13 | PHS EMPLOYEE                | 551.15   |
|                   |              |  | 10/04/13 | PHS EMP/CHILD               | 161.62   |
|                   |              |  | 10/04/13 | PHS EMP/CHILD               | 7.97     |
|                   |              |  | 10/18/13 | PHS EMP/CHILD               | 169.59   |
|                   |              |  | 10/04/13 | PHS EMP/SPOUSE              | 127.19   |
|                   |              |  | 10/04/13 | PHS EMP/SPOUSE              | 42.40    |
|                   |              |  | 10/18/13 | PHS EMP/SPOUSE              | 127.19   |

| DEPARTMENT | FUND | VENDOR NAME                           | DATE     | DESCRIPTION                | AMOUNT   |
|------------|------|---------------------------------------|----------|----------------------------|----------|
|            |      |                                       | 10/18/13 | PHS EMP/SPOUSE             | 42.40    |
|            |      |                                       | 10/04/13 | PHS FAMILY #2              | 546.02   |
|            |      |                                       | 10/04/13 | PHS FAMILY #2              | 139.41   |
|            |      |                                       | 10/04/13 | PHS FAMILY #2              | 11.62    |
|            |      |                                       | 10/18/13 | PHS FAMILY #2              | 557.64   |
|            |      |                                       | 10/18/13 | PHS FAMILY #2              | 139.41   |
|            |      |                                       | 10/04/13 | PHS FAMILY #3              | 330.12   |
|            |      |                                       | 10/04/13 | PHS FAMILY #3              | 9.06     |
|            |      |                                       | 10/18/13 | PHS FAMILY #3              | 339.18   |
|            |      |                                       | 10/04/13 | PHS EC 3000                | 169.59   |
|            |      |                                       | 10/18/13 | PHS EC 3000                | 169.59   |
|            |      | CENTURYLINK COMMUNICATION, INC.       | 10/21/13 | POLICE                     | 683.95   |
|            |      |                                       | 10/21/13 | DISPATCH                   | 683.95   |
|            |      | CENTURY UNITED COMPANIES, INC         | 10/21/13 | LEASE INV COPIER B6324     | 157.50   |
|            |      |                                       | 10/21/13 | LEASE RECORDS COPIER B6323 | 157.50   |
|            |      | CONTINENTAL PROFESSIONAL LANDRY       | 10/16/13 | 113943 UNIFORM CLEANING    | 22.20    |
|            |      |                                       | 10/16/13 | 113944 UNIFORM CLEANING    | 35.15    |
|            |      |                                       | 10/09/13 | 115436 UNIFORM CLEANING    | 14.80    |
|            |      |                                       | 10/09/13 | 115437 UNIFORM CLEANING    | 38.85    |
|            |      |                                       | 10/10/13 | 115453 UNIFORM CLEANING    | 70.30    |
|            |      |                                       | 10/14/13 | 115467 UNIFORM CLEANING    | 40.70    |
|            |      |                                       | 10/16/13 | 115514 UNIFORM CLEANING    | 14.80    |
|            |      |                                       | 10/16/13 | 115515 UNIFORM CLEANING    | 33.30    |
|            |      |                                       | 10/16/13 | 115518 UNIFORM CLEANING    | 42.55    |
|            |      |                                       | 10/18/13 | 115535 UNIFORM CLEANING    | 33.30    |
|            |      | KA-COMM                               | 10/14/13 | 119022 DATA BACKBONE SYSTE | 150.00   |
|            |      |                                       | 10/14/13 | 119022 DATA BACKBONE SYSTE | 150.00   |
|            |      |                                       | 10/14/13 | 119059 CHANGE OVER #202B   | 3,464.44 |
|            |      |                                       | 10/14/13 | 119103 GPS/COMPUTER RESET  | 318.80   |
|            |      |                                       | 10/14/13 | 119136 ACC PLUG SHORT #216 | 31.95    |
|            |      |                                       | 10/18/13 | 119222 RADIO CORD          | 67.35    |
|            |      |                                       | 10/18/13 | 119329 CHANGE OVER 218     | 985.93   |
|            |      |                                       | 10/28/13 | SERVICE CONTRACT/MAINT POL | 188.50   |
|            |      |                                       | 10/28/13 | SERVICE CONTRACT/MAINT POL | 188.50   |
|            |      |                                       | 10/23/13 | 119387 SIREN CONTROLLER #2 | 520.80   |
|            |      |                                       | 10/23/13 | 119425 BATTERIES           | 209.00   |
|            |      |                                       | 10/23/13 | 119439 RADAR #204          | 40.00    |
|            |      |                                       | 10/23/13 | 119441 TRIGGER GUARD SHIEL | 23.50    |
|            |      |                                       | 10/23/13 | 119445 STROBE #228         | 24.75    |
|            |      | COX BUSINESS SERVICES                 | 10/02/13 | City - Fiber Internet      | 1,500.00 |
|            |      | NAT'L INSURANCE MARKETING BROKERS LLC | 10/04/13 | CITY OF JC EMPLOYER PD LIF | 497.06   |
|            |      |                                       | 10/04/13 | CITY OF JC EMPLOYER PD LIF | 113.80   |
|            |      |                                       | 10/04/13 | CITY OF JC EMPLOYER PD LIF | 5.27     |
|            |      | DELTA DENTAL (PAYROLL)                | 10/04/13 | DELTA DENTAL OF KANSAS     | 442.00   |
|            |      |                                       | 10/04/13 | DELTA DENTAL OF KANSAS     | 87.97    |
|            |      |                                       | 10/04/13 | DELTA DENTAL OF KANSAS     | 6.57     |
|            |      |                                       | 10/18/13 | DELTA DENTAL OF KANSAS     | 426.60   |
|            |      |                                       | 10/18/13 | DELTA DENTAL OF KANSAS     | 88.34    |
|            |      |                                       | 10/04/13 | DELTA DENTAL OF KANSAS     | 256.04   |
|            |      |                                       | 10/04/13 | DELTA DENTAL OF KANSAS     | 60.17    |
|            |      |                                       | 10/04/13 | DELTA DENTAL OF KANSAS     | 1.48     |
|            |      |                                       | 10/18/13 | DELTA DENTAL OF KANSAS     | 268.03   |
|            |      |                                       | 10/18/13 | DELTA DENTAL OF KANSAS     | 49.23    |
|            |      | GEARY COUNTY PUBLIC WORKS             | 10/11/13 | PD DIESEL SEPTEMBER 2013   | 180.23   |
|            |      |                                       | 10/11/13 | PD FUEL SEPTEMBER 2013     | 9,529.45 |
|            |      | KANSAS GAS SERVICE                    | 10/15/13 | 312 E 9TH                  | 54.04    |

| DEPARTMENT              | FUND | VENDOR NAME | DATE     | DESCRIPTION                | AMOUNT    |
|-------------------------|------|-------------|----------|----------------------------|-----------|
|                         |      |             | 10/15/13 | 210 E 9TH                  | 111.70    |
| WESTAR ENERGY           |      |             | 10/15/13 | 210 E 9TH-JCPD             | 3,351.07  |
|                         |      |             | 10/15/13 | 312 E 9TH-JCPD STORAGE     | 323.04    |
| KANSAS PUBLIC EMPLOYEES |      |             | 10/18/13 | KPERS #1                   | 654.26    |
|                         |      |             | 10/18/13 | KPERS #1                   | 731.27    |
|                         |      |             | 10/18/13 | KP&F                       | 13,249.79 |
|                         |      |             | 10/18/13 | KP&F                       | 569.18    |
|                         |      |             | 10/18/13 | KPERS #2                   | 277.62    |
|                         |      |             | 10/18/13 | KPERS #2                   | 494.36    |
| NEX-TECH                |      |             | 10/28/13 | POLICE                     | 65.79     |
|                         |      |             | 10/28/13 | DISPATCH                   | 66.72     |
| CARD CENTER             |      |             | 10/11/13 | PATHFINDER-COOPER EXERCISE | 769.98    |
|                         |      |             | 10/11/13 | B&H PHOTO-MINI RECORDERS   | 199.95    |
|                         |      |             | 10/11/13 | BOX&SHIP-RETURN MICRO RECO | 5.35      |
|                         |      |             | 10/11/13 | AMAZON-COOPER VERTICAL CHA | 336.17    |
|                         |      |             | 10/11/13 | QUANTICO TACTICAL-HOLSTERS | 65.95     |
|                         |      |             | 10/11/13 | WATERS-BAGS/TAPE CRIME SCE | 47.96     |
|                         |      |             | 10/11/13 | LIL CAESAR-KBI CRIME SCENE | 31.14     |
|                         |      |             | 10/11/13 | QUANTICO TACTICAL-HOLSTER  | 73.28     |
|                         |      |             | 10/11/13 | WOLFE'S-LAB CAMERAS        | 1,000.00  |
|                         |      |             | 10/11/13 | WOLFE'S-LAB CAMERAS        | 854.68    |
|                         |      |             | 10/11/13 | AUTO 1-TOWING FEES #216B   | 160.50    |
|                         |      |             | 10/11/13 | BAXTER CHRYSLER-RADIATOR 2 | 1.98      |
|                         |      |             | 10/11/13 | BAXTER CHRYSLER-RADIATOR 2 | 1,000.00  |
|                         |      |             | 10/11/13 | 16983 B&K COFFEE           | 74.20     |
|                         |      |             | 10/11/13 | 17312 B&K COFFEE           | 74.20     |
|                         |      |             | 10/11/13 | 17427 B&K COFFEE           | 74.20     |
|                         |      |             | 10/11/13 | 4089723 TELVENT-WEATHER RA | 298.00    |
|                         |      |             | 10/11/13 | 96912-TRITECH-FORENSIC SCR | 836.27    |
|                         |      |             | 10/11/13 | KTA-TOLL FEES AUTOPSY      | 2.75      |
|                         |      |             | 10/11/13 | KTA-TOLL FEES AUTOPSY      | 2.75      |
|                         |      |             | 10/11/13 | 17445 B&K SUGAR            | 51.10     |
|                         |      |             | 10/11/13 | 17449 B&K COFFEE           | 74.20     |
|                         |      |             | 10/11/13 | WMART-RETIREMENT CAKE #71  | 29.98     |
|                         |      |             | 10/11/13 | 3RIVERS-RETIREMENT PLAQUE  | 102.45    |
|                         |      |             | 10/11/13 | KTA-TOLL FEES LAB          | 2.75      |
|                         |      |             | 10/11/13 | KTA-TOLL FEES LAB          | 2.75      |
|                         |      |             | 10/11/13 | WMART-DOG TREATS           | 30.72     |
|                         |      |             | 10/11/13 | QUANTICO-ACO UNIFORMS      | 337.51    |
|                         |      |             | 10/11/13 | SCREEN MACHINE-ACO UNIFORM | 80.00     |
|                         |      |             | 10/11/13 | MIL OUTLET-ACO NAME TAGS   | 8.00      |
|                         |      |             | 10/11/13 | WMART-PADLOCKS             | 7.24      |
|                         |      |             | 10/11/13 | FIRESTON-TIRE REPAIR PEDAL | 26.50     |
|                         |      |             | 10/11/13 | ER DETAIL- DETAIL #218A    | 180.00    |
|                         |      |             | 10/11/13 | QUANTICO-UNIFORMS #76      | 239.94    |
|                         |      |             | 10/11/13 | ORIENTAL TRAD-POLICE CAREE | 100.00    |
|                         |      |             | 10/11/13 | QUANTICO-SWAT SNIPER EQUIP | 487.24    |
|                         |      |             | 10/11/13 | 2410 J&R-LOF #204B         | 116.56    |
|                         |      |             | 10/11/13 | 2143 J&R-LOF #206B         | 116.56    |
|                         |      |             | 10/11/13 | 2146 J&R-LOF #208B         | 114.90    |
|                         |      |             | 10/11/13 | 2144 J&R-LOF #210B         | 116.56    |
|                         |      |             | 10/11/13 | 2147 J&R-LOF #212B         | 116.56    |
|                         |      |             | 10/11/13 | 2134 J&R-LOF #216B         | 118.82    |
|                         |      |             | 10/11/13 | 2135 J&R-LOF #223B         | 102.56    |
|                         |      |             | 10/11/13 | COX BROS-RETIREMENT #71    | 299.70    |
|                         |      |             | 10/11/13 | WATERS-COOPER TEST YARDSTI | 5.95      |

| DEPARTMENT | FUND         | VENDOR NAME                           | DATE     | DESCRIPTION                | AMOUNT    |
|------------|--------------|---------------------------------------|----------|----------------------------|-----------|
|            |              |                                       | 10/11/13 | TIGER DIRECT-USB FLASH DRI | 113.31    |
|            |              |                                       | 10/11/13 | REEVES-REFRIG TUBE ICE MAC | 60.65     |
|            |              |                                       | 10/11/13 | ER DETAIL-DETAIL #223B     | 150.00    |
|            |              |                                       | 10/11/13 | WMART-SOAP,AIR FRESHENER   | 77.07     |
|            |              |                                       | 10/11/13 | 117421 FIRESTONE-TIRES #21 | 735.06    |
|            |              |                                       | 10/11/13 | WATERS-PLUMB SUPPLIES-ICE  | 34.79     |
|            |              |                                       | 10/11/13 | WATERS-PLUMB SUPPLIES-ICE  | 8.75      |
|            |              |                                       | 10/11/13 | 117416-FIRESTONE-FLAT REP. | 24.00     |
|            |              |                                       | 10/11/13 | PROFALT-UNIFORM PATCH/REP  | 21.00     |
|            |              |                                       | 10/11/13 | PROFALT-UNIFORM REPAIR #73 | 18.00     |
|            |              |                                       | 10/11/13 | PROFALT-PANT/SHRT/PATCH#12 | 66.00     |
|            |              |                                       | 10/11/13 | PROFALT-PANT/SHRT/PATCH 20 | 72.00     |
|            |              |                                       | 10/11/13 | FIRESTONE-FLAT REPAIR #210 | 27.00     |
|            |              |                                       | 10/11/13 | BATTERY JUNCTN-C BATTERIES | 72.36     |
|            |              |                                       | 10/11/13 | 2178 J&R-AC SVC #221       | 79.96     |
|            |              |                                       | 10/11/13 | 2168 J&R GPS INSTALL #202B | 123.75    |
|            |              |                                       | 10/11/13 | 2161 J&R-SOLENOID/BTTY #22 | 445.22    |
|            |              |                                       | 10/11/13 | CAMETA CAMERA-CAMERA #218A | 190.45    |
|            |              |                                       | 10/11/13 | DICK EDWARDS-VALVE #228A   | 66.40     |
|            |              |                                       | 10/11/13 | PELICANCASE.COM-CAMERACASE | 43.31     |
|            |              |                                       | 10/11/13 | 117989 FIRESTONE-TIRES #20 | 638.56    |
|            |              | SERVICEMASTER                         | 10/10/13 | 4207 OCT 2013 PD JANITORIA | 754.00    |
|            |              | WEST PAYMENT CENTER                   | 10/23/13 | 828147401 CLEAR SUBSCRIPTI | 166.48    |
|            |              |                                       |          | TOTAL:                     | 69,738.13 |
| FIRE       | GENERAL FUND | INTERNAL REVENUE SERVICE              | 10/18/13 | SOCIAL SECURITY WITHHOLDIN | 39.84     |
|            |              |                                       | 10/18/13 | MEDICARE WITHHOLDING       | 1,037.44  |
|            |              | COVENTRY HEALTH SYSTEMS               | 10/04/13 | PHS EMPLOYEE               | 4,237.62  |
|            |              |                                       | 10/18/13 | PHS EMPLOYEE               | 4,237.26  |
|            |              |                                       | 10/04/13 | PHS EMP/CHILD              | 339.18    |
|            |              |                                       | 10/18/13 | PHS EMP/CHILD              | 339.18    |
|            |              |                                       | 10/04/13 | PHS EMP/SPOUSE             | 169.59    |
|            |              |                                       | 10/18/13 | PHS EMP/SPOUSE             | 169.59    |
|            |              |                                       | 10/04/13 | PHS FAMILY #2              | 278.82    |
|            |              |                                       | 10/18/13 | PHS FAMILY #2              | 278.82    |
|            |              |                                       | 10/04/13 | PHS FAMILY #3              | 55.96     |
|            |              |                                       | 10/18/13 | PHS FAMILY #3              | 55.96     |
|            |              |                                       | 10/04/13 | PHS FAMILY 3000            | 84.79     |
|            |              |                                       | 10/18/13 | PHS FAMILY 3000            | 84.79     |
|            |              | CENTURYLINK COMMUNICATION, INC.       | 10/21/13 | FIRE                       | 46.38     |
|            |              | FOLEY EQUIPMENT                       | 9/28/13  | REPAIR OIL SENSOR/E20      | 260.78    |
|            |              |                                       | 9/28/13  | REPAIR OIL SENSOR/E20      | 350.75    |
|            |              | TELEPLUS SOLUTIONS                    | 10/15/13 | Fire Station 2             | 9.69      |
|            |              |                                       | 10/15/13 | Fire Station 2 Internet    | 6.25      |
|            |              | KA-COMM                               | 10/03/13 | REPAIR SPEAKERS AT STN 2   | 80.75     |
|            |              |                                       | 10/04/13 | SPEAKER MIC                | 26.67     |
|            |              |                                       | 10/28/13 | SERVICE CONTRACT/MAINT FIR | 173.50    |
|            |              | CENTRAL POWER SYSTEMS & SERVICES      | 10/14/13 | SENSOR ASSEMBLY/E10        | 75.39     |
|            |              |                                       | 10/15/13 | FUEL PUMP, SPEEDOMETER/E10 | 299.14    |
|            |              | COX BUSINESS SERVICES                 | 10/02/13 | Phone Lines - Cox (50%)    | 65.34     |
|            |              |                                       | 10/02/13 | Fire Station 2 - Metro E 5 | 91.25     |
|            |              |                                       | 10/02/13 | Fire Station 2 - Phone 50% | 62.74     |
|            |              | FRIEDRICH TRUCK REPAIR                | 10/09/13 | LABOR/DECK GUN E20         | 300.00    |
|            |              | NAT'L INSURANCE MARKETING BROKERS LLC | 10/04/13 | CITY OF JC EMPLOYER PD LIF | 420.93    |
|            |              | DELTA DENTAL (PAYROLL)                | 10/04/13 | DELTA DENTAL OF KANSAS     | 327.46    |
|            |              |                                       | 10/18/13 | DELTA DENTAL OF KANSAS     | 327.35    |

| DEPARTMENT | FUND         | VENDOR NAME                   | DATE     | DESCRIPTION                | AMOUNT    |
|------------|--------------|-------------------------------|----------|----------------------------|-----------|
|            |              |                               | 10/04/13 | DELTA DENTAL OF KANSAS     | 229.60    |
|            |              |                               | 10/18/13 | DELTA DENTAL OF KANSAS     | 229.58    |
|            |              | GEARY COUNTY PUBLIC WORKS     | 10/04/13 | DIESEL FUEL - FIRE         | 1,367.43  |
|            |              |                               | 10/04/13 | MOTOR FUEL - FIRE          | 259.33    |
|            |              | KANSAS GAS SERVICE            | 10/15/13 | 700 N JEFFERSON-SEPT 2013  | 35.42     |
|            |              |                               | 10/15/13 | 2245 LACY DR-FIRE          | 103.25    |
|            |              | WESTAR ENERGY                 | 10/15/13 | 700 N JEFFERSON            | 835.23    |
|            |              |                               | 10/15/13 | MUNICIPAL BLDG-POLE LIGHT  | 18.73     |
|            |              |                               | 10/15/13 | 2245 LACY-FIRESTATION#2    | 1,133.39  |
|            |              | KANSAS PUBLIC EMPLOYEES       | 10/18/13 | KPERS #1                   | 74.77     |
|            |              |                               | 10/18/13 | KP&F                       | 12,799.04 |
|            |              | KONZA CONST. CO.              | 10/03/13 | SAND FOR FIRE DEPT. #2     | 19.53     |
|            |              | MIKE'S FIRE EXT. SALES        | 10/16/13 | RECHARGE EXTINGUISHER      | 16.00     |
|            |              |                               | 10/16/13 | RECHARGE EXTINGUISHER      | 34.65     |
|            |              | CARD CENTER                   | 10/08/13 | DRIVERS/CLASS B LICENSE KI | 35.88     |
|            |              |                               | 10/08/13 | DRIVERS/CLASS B LICENSE BE | 35.88     |
|            |              |                               | 10/08/13 | QUILL/OFFICE SUPPLIES      | 185.83    |
|            |              |                               | 10/08/13 | WEIS/PPV FAN GUARD         | 103.35    |
|            |              |                               | 10/08/13 | KHP/LODGING, ARSON TRAININ | 96.00     |
|            |              |                               | 10/08/13 | QUILL/OFFICE SUPPLIES      | 84.47     |
|            |              |                               | 10/08/13 | QUILL/OFFICE SUPPLIES      | 60.44     |
|            |              |                               | 10/08/13 | WATERS/RETURN COVERS       | 0.50-     |
|            |              |                               | 10/08/13 | AUTOZONE/BATTERY 521       | 124.99    |
|            |              |                               | 10/08/13 | SAPPBROS/CREDIT TAX        | 0.25-     |
|            |              |                               | 10/08/13 | WATERS/CABLE TIES          | 7.99      |
|            |              |                               | 10/08/13 | BOXNSHIP/RETURN TAPES TO K | 5.52      |
|            |              |                               | 10/08/13 | NFPA/MEMBERSHIP DUES       | 114.23    |
|            |              |                               | 10/08/13 | MILLESONS/TOOL BOX LID SUP | 54.68     |
|            |              |                               | 10/08/13 | MILLESONS/HOSE CLAMP L1    | 2.36      |
|            |              |                               | 10/08/13 | MILLESONS/RADIATOR HOSE L1 | 15.13     |
|            |              |                               |          | TOTAL:                     | 32,415.16 |
| STREET     | GENERAL FUND | INTERNAL REVENUE SERVICE      | 10/18/13 | SOCIAL SECURITY WITHHOLDIN | 808.63    |
|            |              |                               | 10/18/13 | MEDICARE WITHHOLDING       | 189.10    |
|            |              | COVENTRY HEALTH SYSTEMS       | 10/04/13 | PHS EMPLOYEE               | 1,144.75  |
|            |              |                               | 10/18/13 | PHS EMPLOYEE               | 1,144.73  |
|            |              |                               | 10/04/13 | PHS EMP/SPOUSE             | 169.59    |
|            |              |                               | 10/18/13 | PHS EMP/SPOUSE             | 169.59    |
|            |              |                               | 10/04/13 | PHS FAMILY #2              | 52.14     |
|            |              |                               | 10/18/13 | PHS FAMILY #2              | 52.14     |
|            |              |                               | 10/04/13 | PHS FAMILY #3              | 63.43     |
|            |              |                               | 10/18/13 | PHS FAMILY #3              | 63.43     |
|            |              | UNIVERSAL LUBRICANTS, LLC     | 10/08/13 | 55 GAL UNIVERSAL TRAC GARD | 2,022.90  |
|            |              |                               | 10/15/13 | OIL FOR ALL DEPT. VEHICLES | 261.25    |
|            |              |                               | 9/12/13  | 500G @ \$.85 #15602509     | 425.00-   |
|            |              | CENTURY UNITED COMPANIES, INC | 10/07/13 | Copier - Pw                | 17.50     |
|            |              | MIDWEST CONCRETE MATERIALS    | 10/14/13 | CNCRT-WALNUT & WEBSTER     | 380.50    |
|            |              | KA-COMM                       | 10/28/13 | WASHINGTON ELEM. SIREN WOR | 1,278.50  |
|            |              | ROBERTS TRUCK CENTER          | 10/17/13 | #668 FUEL TANK             | 1,868.67  |
|            |              | MAC TOOLS DISTRIBUTOR         | 10/18/13 | INFLATOR GAUGE DUAL HEAD   | 60.00     |
|            |              | BARNES DISTRIBUTION           | 9/25/13  | ANTIFREEZE                 | 83.53     |
|            |              |                               | 10/01/13 | STROBE LAMPS               | 375.84    |
|            |              |                               | 10/04/13 | ARCTIC SUPERFLEX WRENCH P  | 56.41     |
|            |              |                               | 10/07/13 | DRILL/CHUCK VISORGAURD MAC | 186.64    |
|            |              |                               | 10/08/13 | REPL SHIELD MACHINE GAURD  | 38.46     |
|            |              |                               | 10/04/13 | FLEET SHOP PIECES          | 271.91    |

| DEPARTMENT | FUND | VENDOR NAME                           | DATE     | DESCRIPTION                | AMOUNT   |
|------------|------|---------------------------------------|----------|----------------------------|----------|
|            |      | CENTRAL POWER SYSTEMS & SERVICES      | 10/15/13 | 185 CFM PORT AIR COMPRESS  | 8,469.26 |
|            |      |                                       | 10/08/13 | STOCK - RECLINED BRAKES    | 305.88   |
|            |      |                                       | 10/09/13 | BRAKES                     | 336.42   |
|            |      |                                       | 10/14/13 | VALVE PARK BRAKE           | 209.63   |
|            |      |                                       | 10/16/13 | SEAT AND FREIGHT           | 488.35   |
|            |      | NATIONAL DIAMOND ENTERPRISES LLC      | 10/03/13 | SWEEPER BLADES OR BRUSHES  | 1,677.87 |
|            |      | COX BUSINESS SERVICES                 | 10/02/13 | Public Works - Metro E - 2 | 45.63    |
|            |      |                                       | 10/02/13 | Public Works - Telephone - | 55.84    |
|            |      | ASPHALT SALES OF LAWRENCE             | 10/09/13 | 24.66 TONS OF ASPHALT      | 3,446.24 |
|            |      | NAT'L INSURANCE MARKETING BROKERS LLC | 10/04/13 | CITY OF JC EMPLOYER PD LIF | 66.00    |
|            |      | CROSS-MIDWEST TIRE                    | 10/09/13 | STOCK WHEELS               | 141.00   |
|            |      | DS&O RURAL ELECTRIC                   | 10/22/13 | 1807 LYDIA LN-WARNING SIRE | 51.52    |
|            |      |                                       | 10/22/13 | QUINTON POINT SIREN        | 34.58    |
|            |      |                                       | 10/22/13 | LIGHTS AT HUNTERS RIDGE    | 554.66   |
|            |      |                                       | 10/22/13 | LIGHTS AT HARGRAVES #2     | 61.69    |
|            |      |                                       | 10/22/13 | LIGHTS AT INDIAN RIDGE/J.C | 39.90    |
|            |      |                                       | 10/22/13 | LIGHTS AT HARGRAVES#5      | 123.38   |
|            |      |                                       | 10/22/13 | LIGHTS AT OLIVIA FARMS     | 45.94    |
|            |      |                                       | 10/22/13 | LIGHTS AT SUTTERWOODS      | 296.10   |
|            |      |                                       | 10/22/13 | LIGHTS AT SUTTER HIGHLANDS | 246.75   |
|            |      |                                       | 10/22/13 | LIGHTS AT MANN'S RANCH     | 74.03    |
|            |      |                                       | 10/22/13 | LIGHTS AT HARGRAVES #4     | 11.75    |
|            |      |                                       | 10/22/13 | LIGHTS AT HARGRAVES #1     | 23.50    |
|            |      |                                       | 10/22/13 | LIGHTS AT HILLTOP #5       | 7.75     |
|            |      |                                       | 10/22/13 | LIGHTS AT HARGRAVES #3     | 35.25    |
|            |      |                                       | 10/22/13 | LIGHTS AT RUSSUEL JOHNSON  | 26.25    |
|            |      |                                       | 10/22/13 | LIGHTS ALONG SVR           | 234.41   |
|            |      | DAVE'S ELECTRIC, INC.                 | 10/07/13 | CHESTNUT LIGHTS            | 132.15   |
|            |      |                                       | 10/11/13 | DOWNTOWN STREET LIGHTS     | 320.59   |
|            |      |                                       | 10/28/13 | LIGHT POLE FOR CITY HALL P | 52.00    |
|            |      | DELTA DENTAL (PAYROLL)                | 10/04/13 | DELTA DENTAL OF KANSAS     | 35.08    |
|            |      |                                       | 10/18/13 | DELTA DENTAL OF KANSAS     | 35.08    |
|            |      |                                       | 10/04/13 | DELTA DENTAL OF KANSAS     | 75.20    |
|            |      |                                       | 10/18/13 | DELTA DENTAL OF KANSAS     | 75.20    |
|            |      | DICK EDWARDS FORD                     | 10/13/13 | #620 SEAL, BRG, CUPS, CONE | 168.20   |
|            |      | F & R SERVICES                        | 10/28/13 | 25' WIDTH ON ALL 4 CORNERS | 315.00   |
|            |      |                                       | 10/28/13 | 8' STRIP SUTTER HIGHLANDS  | 210.00   |
|            |      |                                       | 10/28/13 | 8' STRIP SUTTER WOODS      | 472.50   |
|            |      |                                       | 10/28/13 | 8' STRIP DEER CREEK 1      | 84.00    |
|            |      |                                       | 10/28/13 | 8' STRIP DEER CREEK 2      | 231.00   |
|            |      |                                       | 10/28/13 | 8' STRIP DEER CREEK 3      | 210.00   |
|            |      |                                       | 10/28/13 | 8' STRIP HICKORY HILLS     | 105.00   |
|            |      |                                       | 10/28/13 | 8' STRIP PRAIRIE RIDGE 1 & | 262.50   |
|            |      |                                       | 10/28/13 | 1701 N ADAMS- DRAIN        | 26.25    |
|            |      |                                       | 10/28/13 | BEL AIR & FOGARTY (DEAD EN | 15.75    |
|            |      |                                       | 10/28/13 | 8TH ST AT GARFIELD DITCH   | 10.50    |
|            |      |                                       | 10/28/13 | ANNEX PARKING LOT BEHIND D | 15.75    |
|            |      |                                       | 10/28/13 | COMMONWEALTH DRIVE ROW     | 26.25    |
|            |      |                                       | 10/28/13 | GRANT AVE ISLAND           | 157.50   |
|            |      |                                       | 10/28/13 | GRANT AVE FRONTAGE RDS     | 42.00    |
|            |      |                                       | 10/28/13 | MONROE ST DRAINS           | 15.75    |
|            |      |                                       | 10/28/13 | WESTWOOD BLVD-ISLANDS      | 157.50   |
|            |      |                                       | 10/28/13 | BRIDGE GUARDRAIL-EISEN & 1 | 10.50    |
|            |      |                                       | 10/28/13 | E 11TH/210 E 11TH          | 31.50    |
|            |      |                                       | 10/28/13 | 436 W 11TH ST              | 31.50    |
|            |      |                                       | 10/28/13 | EAST 10TH ST PROPERTY      | 105.00   |

| DEPARTMENT | FUND | VENDOR NAME               | DATE     | DESCRIPTION                | AMOUNT   |
|------------|------|---------------------------|----------|----------------------------|----------|
|            |      |                           | 10/28/13 | ELM DALE ROAD ROW          | 78.75    |
|            |      |                           | 10/28/13 | CHESTNUT&I-70 RAMP         | 661.50   |
|            |      |                           | 10/28/13 | HWY 57 R/W & ISLANDS       | 1,050.00 |
|            |      |                           | 10/28/13 | AREA IN FRONT OF CRACKER B | 73.50    |
|            |      |                           | 10/28/13 | RUCKER ROAD                | 525.00   |
|            |      |                           | 10/28/13 | K-18 -RR TO STONE RIDGE    | 100.00   |
|            |      |                           | 10/28/13 | LAWNDALE WATER AREA        | 42.00    |
|            |      |                           | 10/28/13 | MOSS CIRCLE ISLAND         | 10.50    |
|            |      |                           | 10/28/13 | GRANT AVE RIVER PARK AREA  | 157.50   |
|            |      |                           | 10/28/13 | 514 W 14TH ST              | 31.50    |
|            |      |                           | 10/28/13 | 516 W 14TH ST              | 31.50    |
|            |      |                           | 10/28/13 | 1008 W 14TH ST             | 31.50    |
|            |      | FIRESTONE MASTER CAR SERV | 10/18/13 | TIRES                      | 126.94   |
|            |      | GADES SALES CO.           | 10/14/13 | SOLAR BATTERIES - 2        | 795.94   |
|            |      | GEARY COUNTY PUBLIC WORKS | 10/07/13 | MOTOR POOL-UNLEADED        | 179.73   |
|            |      |                           | 10/07/13 | MOTOR POOL-DIESEL          | 200.07   |
|            |      |                           | 10/07/13 | FUEL SURCHARGE             | 8.90     |
|            |      |                           | 10/07/13 | STREETS-UNLEADED           | 286.97   |
|            |      |                           | 10/07/13 | STREETS-DIESEL             | 2,064.94 |
|            |      |                           | 10/07/13 | FUEL SURCHARGE             | 54.00    |
|            |      |                           | 10/07/13 | CARDS                      | 0.00     |
|            |      | KEY OFFICE EQUIPMENT      | 10/14/13 | FOAM CUPS                  | 10.50    |
|            |      |                           | 10/21/13 | TONER CARTRIDGES           | 96.24    |
|            |      | KANSAS GAS SERVICE        | 10/22/13 | 2324 N JACKSON-SEPT 2013   | 26.54    |
|            |      |                           | 10/15/13 | 2324 1/2 N JACKSON         | 36.10    |
|            |      | WESTAR ENERGY             | 10/15/13 | 2324 N JACKSON-PUBLIC WORK | 121.82   |
|            |      |                           | 10/15/13 | 2324 N JACKSON-BUILDING    | 1,113.88 |
|            |      |                           | 10/15/13 | CRESTVIEW-ST LIGHTS        | 19.95    |
|            |      |                           | 10/15/13 | 6&700 BLK WASH-SIGNAL      | 166.64   |
|            |      |                           | 10/15/13 | JUNCTION CITY              | 235.84   |
|            |      |                           | 10/15/13 | 107 S WASHINGTON-ST LIGHTS | 20.49    |
|            |      |                           | 10/15/13 | 915 W 4TH-ST LIGHTS        | 14.84    |
|            |      |                           | 10/15/13 | 9TH&100 BLK W 9TH-ST LIGHT | 26.97    |
|            |      |                           | 10/15/13 | 9TH & FILLEY-ST LIGHTS     | 52.42    |
|            |      |                           | 10/15/13 | SPRUCE ST-ST LIGHTS        | 19.95    |
|            |      |                           | 10/15/13 | SPRUCE & BUNKERHILL-ST LIG | 23.06    |
|            |      |                           | 10/15/13 | UTILITY PARKING LOT-ST LIG | 60.25    |
|            |      |                           | 10/15/13 | UTILITY PARKING LOT-ST LIG | 60.25    |
|            |      |                           | 10/15/13 | JEFFERSON-BETWEEN 6TH-ST L | 118.72   |
|            |      |                           | 10/15/13 | MINNICK PARKING LOT-ST LIG | 118.72   |
|            |      |                           | 10/15/13 | PARKING LOT-               | 94.05    |
|            |      |                           | 10/15/13 | WASHINGTON BRIDGE          | 78.68    |
|            |      |                           | 10/15/13 | S BALLPARK 2 & 3-ST LIGHTS | 19.95    |
|            |      |                           | 10/15/13 | 16TH & WASHINGTON-ST LIGHT | 20.58    |
|            |      |                           | 10/15/13 | 1935 NORTHWIND-ST LIGHTS   | 21.71    |
|            |      |                           | 10/15/13 | 1935 NORTHWIND-ST LIGHTS   | 22.45    |
|            |      |                           | 10/15/13 | 8TH & 9TH ST-ST LIGHTS     | 10.50    |
|            |      |                           | 10/15/13 | 11TH ST & JACKSON SCHOOL X | 10.50    |
|            |      |                           | 10/15/13 | 807 N WASHINGTON-ST LIGHT  | 224.48   |
|            |      |                           | 10/15/13 | 615 N WASHINGTON-ST LIGHTS | 144.95   |
|            |      |                           | 10/15/13 | 716 N WASHINGTON-ST LIGHTS | 273.78   |
|            |      |                           | 10/15/13 | 132 N EISENHOWER-ST LIGHT  | 20.35    |
|            |      |                           | 10/15/13 | 1419 N JEFFERSON-ST LIGHTS | 20.49    |
|            |      |                           | 10/15/13 | 1618 N JEFFERSON-ST LIGHTS | 20.49    |
|            |      |                           | 10/15/13 | 2800 GATEWAY-ST LIGHT      | 24.95    |
|            |      |                           | 10/15/13 | 1200 S WASHINGTON-ST LIGHT | 237.15   |

| DEPARTMENT | FUND | VENDOR NAME                 | DATE     | DESCRIPTION                | AMOUNT    |
|------------|------|-----------------------------|----------|----------------------------|-----------|
|            |      |                             | 10/15/13 | 316 N US HWY 77-FLASHER    | 19.95     |
|            |      |                             | 10/15/13 | 600 W 6TH-ST LIGHT         | 37.52     |
|            |      |                             | 10/15/13 | 1121 S US HWY 77-FLASHER   | 20.90     |
|            |      |                             | 10/15/13 | 401 CAROLINE CT-ST LIGHT   | 24.21     |
|            |      |                             | 10/15/13 | 351 E CHESTNUT-ST LIGHT    | 265.08    |
|            |      |                             | 10/15/13 | ST MARYS CEMETARY-SIREN    | 31.25     |
|            |      |                             | 10/15/13 | INDUSTRIAL PARK-ST LIGHT   | 78.61     |
|            |      |                             | 10/15/13 | 601 W CHESTNUT-FLAG        | 19.95     |
|            |      |                             | 10/15/13 | 1222 W 8TH-SIREN           | 19.95     |
|            |      |                             | 10/15/13 | CIVIL DEFENSE-SIREN        | 34.02     |
|            |      |                             | 10/15/13 | CIVIL DEFENSE-SIREN        | 34.02     |
|            |      |                             | 10/15/13 | 630 1/2 E TORNADO SIREN    | 31.25     |
|            |      |                             | 10/15/13 | AIRPORT RD & JACKSON SIREN | 33.99     |
|            |      |                             | 10/15/13 | 403 GRANT AVE-SIREN        | 22.56     |
|            |      |                             | 10/15/13 | 703 W ASH-SIREN            | 20.25     |
|            |      |                             | 10/15/13 | 1102 ST MARYS RD-SIREN     | 21.92     |
|            |      |                             | 10/15/13 | 2022 LACY DRIVE-SIREN      | 19.95     |
|            |      |                             | 10/15/13 | 701 SOUTHWIND-SIREN        | 22.76     |
|            |      |                             | 10/15/13 | CIVIL DEFENSE SIREN        | 34.02     |
|            |      |                             | 10/15/13 | CHESTNUT & WASHINGTON      | 98.02     |
|            |      |                             | 10/15/13 | HWY 77 & MCFARLAND         | 53.74     |
|            |      |                             | 10/15/13 | 6TH & ADAMS                | 135.00    |
|            |      |                             | 10/15/13 | 6TH & GARFIELD             | 114.96    |
|            |      |                             | 10/15/13 | 6TH & EISENHOWER           | 44.67     |
|            |      |                             | 10/15/13 | 6TH & WEBSTER              | 133.79    |
|            |      |                             | 10/15/13 | 6TH & JACKSON              | 21.79     |
|            |      |                             | 10/15/13 | 6TH & MADISON              | 107.70    |
|            |      |                             | 10/15/13 | 6TH & FRANKLIN             | 54.36     |
|            |      |                             | 10/15/13 | 8TH & JEFFERSON            | 97.82     |
|            |      |                             | 10/15/13 | 8TH & JEFFERSON            | 317.31    |
|            |      |                             | 10/15/13 | 8TH & JACKSON              | 104.53    |
|            |      |                             | 10/15/13 | 8TH & WASHINGTON           | 62.48     |
|            |      |                             | 10/15/13 | 9TH & WASHINGTON           | 97.65     |
|            |      |                             | 10/15/13 | 14TH & JACKSON             | 75.97     |
|            |      |                             | 10/15/13 | 1760 W ASH                 | 48.33     |
|            |      |                             | 10/15/13 | 4TH & WASHINGTON-BLINKER   | 20.49     |
|            |      |                             | 10/15/13 | 601 E CHESTNUT-ST LIGHT    | 358.61    |
|            |      |                             | 10/15/13 | 15TH & WASH-ST LIGHT       | 20.58     |
|            |      |                             | 10/15/13 | 2631 OAKWOOD-SIREN         | 20.35     |
|            |      |                             | 10/15/13 | ST LIGHTS-SEPTEMBER 2013   | 24,186.06 |
|            |      | KANSAS PUBLIC EMPLOYEES     | 10/18/13 | KPERS #1                   | 59.47     |
|            |      |                             | 10/18/13 | KPERS #2                   | 1,139.89  |
|            |      | KAW VALLEY ENGINEERING, INC | 10/28/13 | 2013 ST MAINT PROG         | 2,500.00  |
|            |      | KONZA CONST. CO.            | 8/27/13  | FILL SAND FOR GRANT, 9TH,& | 23.80     |
|            |      |                             | 9/10/13  | HOT MIX ASPHALT-6TICKETS   | 2,368.60  |
|            |      |                             | 9/25/13  | COLD AND HOT ASPHALT       | 1,072.90  |
|            |      |                             | 10/10/13 | HOT AND COLD ASPHALT-15 TI | 4,578.60  |
|            |      |                             | 10/11/13 | 5 HOT MIX TICKETS-ASPHALT  | 1,362.40  |
|            |      | MATHESON TRI-GAS INC        | 10/08/13 | WELDING SUPPLIES           | 335.80    |
|            |      |                             | 10/15/13 | WELDING SUPPLIES           | 93.45     |
|            |      | PCS                         | 9/27/13  | 55 GALLON CITRUS SOLVENT/D | 960.00    |
|            |      | NAPA AUTO PARTS OF J.C.     | 10/08/13 | ADAPTER BEARING HOUSING    | 44.03     |
|            |      |                             | 10/07/13 | #618 SERPENTINE BELT       | 22.27     |
|            |      |                             | 10/07/13 | #618 BLT TENSIONER ASSY    | 53.09     |
|            |      |                             | 10/08/13 | LAMP FOR #668              | 15.80     |
|            |      |                             | 10/09/13 | DECALS FOR STOCK           | 8.76      |

| DEPARTMENT | FUND         | VENDOR NAME                           | DATE     | DESCRIPTION                | AMOUNT    |
|------------|--------------|---------------------------------------|----------|----------------------------|-----------|
|            |              |                                       | 10/14/13 | RING TERMINAL FOR #401     | 11.70     |
|            |              |                                       | 10/15/13 | BATTERY & CORE DEPOSIT     | 202.86    |
|            |              |                                       | 10/17/13 | MURPHY'S COMPOUND SOAP     | 44.77     |
|            |              |                                       | 10/22/13 | #668 CLAMP                 | 21.98     |
|            |              |                                       | 10/24/13 | AIR FILTERS FOR #690       | 25.74     |
|            |              | NEWMAN SIGNS                          | 10/09/13 | EC FILM FACE               | 21.02     |
|            |              |                                       | 10/07/13 | SPECIAL SIGNS              | 655.17    |
|            |              |                                       | 10/11/13 | SIGNS-EC FILM-FLAT - 4     | 141.19    |
|            |              | CARD CENTER                           | 10/10/13 | FENCE POST                 | 19.45     |
|            |              |                                       | 10/10/13 | OIL AND TRIMMER LINE       | 46.38     |
|            |              |                                       | 10/10/13 | THANK YOU CARDS            | 9.94      |
|            |              |                                       | 10/10/13 | SPRAYER                    | 64.99     |
|            |              |                                       | 10/10/13 | PUMP AND BAR CHAINE STRTR  | 116.98    |
|            |              |                                       | 10/10/13 | APWA FALL MEETING          | 45.00     |
|            |              |                                       | 10/10/13 | TRUCK CHEST AND COUPLER    | 203.59    |
|            |              |                                       | 10/10/13 | BOLTS N SCREWS             | 49.82     |
|            |              |                                       | 10/17/13 | WALMART-DPW SPPLS,PNT,OFFC | 95.50     |
|            |              |                                       | 10/17/13 | ORSCHELNODPW BLOWER        | 119.99    |
|            |              |                                       | 10/17/13 | SUBWAY-APWA FLEET SYSTEMS  | 3.61      |
|            |              |                                       | 10/17/13 | WATERS-DPW WEED TRIMMER    | 324.98    |
|            |              |                                       | 10/17/13 | WALMART-FOOD FOR DPW APPR  | 25.00     |
|            |              |                                       | 10/17/13 | WALMART-FOOD FOR DPW APPR  | 25.00     |
|            |              |                                       | 10/17/13 | WALMART-FOOD FOR DPW APPR  | 10.57     |
|            |              |                                       | 10/10/13 | TRAFFIC LAMPS              | 76.74     |
|            |              |                                       | 10/10/13 | TRAFFIC LAMPS              | 145.20    |
|            |              |                                       | 10/10/13 | TRAFFIC LAMPS              | 158.04    |
|            |              |                                       | 10/10/13 | CONTROL FOR TRAFFIC        | 60.64     |
|            |              |                                       | 10/10/13 | TOOLS, PIECES-TRAFFIC      | 114.75    |
|            |              |                                       | 10/10/13 | TRAFFIC LAMPS              | 68.58     |
|            |              |                                       | 10/10/13 | OFFICE SUPPLIES            | 22.00     |
|            |              | CINTAS #451                           | 10/08/13 | WKLY SHOP TOWELS           | 24.30     |
|            |              |                                       | 10/08/13 | WKLY MATS AND MOP          | 29.00     |
|            |              |                                       | 10/15/13 | WKLY SHOP TOWELS           | 24.30     |
|            |              |                                       | 10/15/13 | WKLY MATS AND MOP          | 29.00     |
|            |              |                                       | 10/22/13 | WKLY SHOP TOWELS           | 24.30     |
|            |              |                                       | 10/22/13 | WKLY MOP AND MATS          | 29.00     |
|            |              | WELBORN SALES                         | 10/14/13 | 10' U CHANNEL POSTS        | 3,068.00  |
|            |              |                                       | 10/14/13 | FREIGHT                    | 209.24    |
|            |              |                                       |          | TOTAL:                     | 88,946.00 |
| COURT      | GENERAL FUND | INTERNAL REVENUE SERVICE              | 10/18/13 | SOCIAL SECURITY WITHHOLDIN | 349.53    |
|            |              |                                       | 10/18/13 | MEDICARE WITHHOLDING       | 81.75     |
|            |              | COVENTRY HEALTH SYSTEMS               | 10/04/13 | PHS EMPLOYEE               | 339.18    |
|            |              |                                       | 10/18/13 | PHS EMPLOYEE               | 339.18    |
|            |              | CENTURYLINK COMMUNICATION, INC.       | 10/21/13 | MUNICIPAL COURT            | 41.54     |
|            |              | LAURA AIZPRUA                         | 10/14/13 | OCT. 2ND - OCT 14TH TRANSL | 87.50     |
|            |              | JOSHUA DOUGLASS                       | 10/28/13 | PAYMENT EVERY TWO WEEKS    | 2,500.00  |
|            |              | COX BUSINESS SERVICES                 | 10/02/13 | Phone Lines - Cox          | 102.74    |
|            |              | NAT'L INSURANCE MARKETING BROKERS LLC | 10/04/13 | CITY OF JC EMPLOYER PD LIF | 37.08     |
|            |              | DELTA DENTAL (PAYROLL)                | 10/04/13 | DELTA DENTAL OF KANSAS     | 43.20     |
|            |              |                                       | 10/18/13 | DELTA DENTAL OF KANSAS     | 43.20     |
|            |              |                                       | 10/04/13 | DELTA DENTAL OF KANSAS     | 21.88     |
|            |              |                                       | 10/18/13 | DELTA DENTAL OF KANSAS     | 21.88     |
|            |              | SECURITY SOLUTIONS INC                | 10/10/13 | CENTRAL STATION MONITORING | 35.00     |
|            |              | KEY OFFICE EQUIPMENT                  | 10/21/13 | OFFICE SUPPLIES            | 322.49    |
|            |              |                                       | 10/21/13 | OFFICE SUPPLIES            | 43.08     |

| DEPARTMENT     | FUND         | VENDOR NAME                           | DATE     | DESCRIPTION                | AMOUNT   |
|----------------|--------------|---------------------------------------|----------|----------------------------|----------|
|                |              | KANSAS GAS SERVICE                    | 10/15/13 | 225 W 7TH                  | 31.80    |
|                |              | WESTAR ENERGY                         | 10/15/13 | 221 W 7TH-COURT            | 83.58    |
|                |              |                                       | 10/15/13 | 225 W 7TH-COURT-PARKING LI | 11.69    |
|                |              | KANSAS PUBLIC EMPLOYEES               | 10/18/13 | KPERS #1                   | 432.19   |
|                |              |                                       | 10/18/13 | KPERS #2                   | 86.07    |
|                |              | CARD CENTER                           | 10/17/13 | MENARDS-DOOR BELL          | 26.98    |
|                |              |                                       | 10/17/13 | FRED PRYOR SEM-TRNG-SHERIL | 199.00   |
|                |              |                                       | 10/10/13 | KTA TOLLS-I170 TRAVEL      | 2.75     |
|                |              |                                       | 10/10/13 | WAXY OSHEAS-DINER          | 12.99    |
|                |              |                                       | 10/10/13 | ATT WI-FI-INTERNET ACCESS  | 9.95     |
|                |              |                                       | 10/10/13 | CONOCO-FUEL                | 46.34    |
|                |              |                                       | 10/10/13 | KTA TOLLS-I170 TRAVEL      | 2.75     |
|                |              |                                       | 10/10/13 | HILTON HOTEL-PARKING       | 30.00    |
|                |              | CINTAS #451                           | 10/04/13 | GRAY MAT AND SCRAPER MATS  | 21.26    |
|                |              |                                       | 10/22/13 | MATS @ MUNICIPAL COURT     | 21.26    |
|                |              |                                       | 10/18/13 | SCRAPER AND GRAY MAT SERVI | 21.26    |
|                |              |                                       | 10/25/13 | SCRAPER MAT AND GRAY MAT S | 21.26    |
|                |              | MISC                                  | 10/11/13 | Bond Refund:12-09007 -02   | 126.00   |
|                |              | FAIN, LATONIO                         | 10/11/13 | Bond Refund:13-03741 -01   | 500.00   |
|                |              | PEARSON, JOHN EDWARD I                | 10/18/13 | Bond Refund:TT139974 -02   | 828.00   |
|                |              | AUSTIN, THOMAS                        | 10/25/13 | Bond Refund:12-09488A-01   | 500.00   |
|                |              | PICKETT, GREGORY                      | 10/25/13 | Bond Refund:13-10273 -01   | 200.00   |
|                |              | NICHOLSON, SAMANTHA                   |          |                            |          |
|                |              |                                       |          | TOTAL:                     | 7,624.36 |
| JC OPERA HOUSE | GENERAL FUND | INTERNAL REVENUE SERVICE              | 10/18/13 | SOCIAL SECURITY WITHHOLDIN | 118.65   |
|                |              |                                       | 10/18/13 | MEDICARE WITHHOLDING       | 27.75    |
|                |              | CENTURYLINK COMMUNICATION, INC.       | 10/21/13 | OPERA HOUSE                | 35.66    |
|                |              | COX BUSINESS SERVICES                 | 10/02/13 | Phone Lines - Cox          | 69.87    |
|                |              |                                       | 10/02/13 | OH Outside Internet Connec | 59.95    |
|                |              | WESTAR ENERGY                         | 10/15/13 | 135 W 7TH ST-OPERA HOUSE   | 5,001.52 |
|                |              | KANSAS PUBLIC EMPLOYEES               | 10/18/13 | KPERS RETIRED              | 184.63   |
|                |              |                                       |          | TOTAL:                     | 5,498.03 |
| RECREATION     | GENERAL FUND | INTERNAL REVENUE SERVICE              | 10/18/13 | SOCIAL SECURITY WITHHOLDIN | 158.74   |
|                |              |                                       | 10/18/13 | MEDICARE WITHHOLDING       | 37.11    |
|                |              | COVENTRY HEALTH SYSTEMS               | 10/04/13 | PHS FAMILY 3000            | 135.67   |
|                |              |                                       | 10/18/13 | PHS FAMILY 3000            | 135.67   |
|                |              | CENTURYLINK COMMUNICATION, INC.       | 10/21/13 | RECREATION                 | 78.00    |
|                |              | TELEPLUS SOLUTIONS                    | 10/15/13 | 12th Street                | 7.90     |
|                |              |                                       | 10/15/13 | 12th Street Phones         | 8.70     |
|                |              |                                       | 10/15/13 | 12th Street Internet       | 12.50    |
|                |              | COX BUSINESS SERVICES                 | 10/02/13 | 12th St Internet Connectio | 47.95    |
|                |              |                                       | 10/02/13 | 12th Street Metro E        | 182.50   |
|                |              |                                       | 10/02/13 | 12th Street Phones         | 81.59    |
|                |              | NAT'L INSURANCE MARKETING BROKERS LLC | 10/04/13 | CITY OF JC EMPLOYER PD LIF | 8.00     |
|                |              | DELTA DENTAL (PAYROLL)                | 10/04/13 | DELTA DENTAL OF KANSAS     | 17.28    |
|                |              |                                       | 10/18/13 | DELTA DENTAL OF KANSAS     | 17.28    |
|                |              | SECURITY SOLUTIONS INC                | 10/10/13 | SECURITY 12TH ST           | 18.00    |
|                |              | KANSAS GAS SERVICE                    | 10/15/13 | 1002 W 12TH                | 54.85    |
|                |              | WESTAR ENERGY                         | 10/15/13 | 1002 W 12TH-COMMUNITY/P LI | 2,902.10 |
|                |              | KANSAS PUBLIC EMPLOYEES               | 10/18/13 | KPERS #2                   | 80.34    |
|                |              | MASSCO                                | 9/01/13  | PARTS FOR FLOOR MACHINE    | 203.44   |
|                |              |                                       | 10/04/13 | REFUND OF SERVICE LABOR    | 120.00-  |
|                |              | CARD CENTER                           | 10/10/13 | CLEANING SUPPLIES          | 19.83    |
|                |              | CINTAS #451                           | 10/15/13 | GRAY MATS 12TH ST COMM CNT | 36.78    |
|                |              | CARY COMPANY                          | 10/24/13 | PPR TOWELS, RL TOWL, GLASS | 343.60   |

| DEPARTMENT        | FUND      | VENDOR NAME                     | DATE     | DESCRIPTION                 | AMOUNT   |
|-------------------|-----------|---------------------------------|----------|-----------------------------|----------|
| TOTAL:            |           |                                 |          |                             | 4,467.83 |
| EMERGENCY SHELTER | GRANTS    | OPEN DOOR COMM. HOUSE           | 10/21/13 | ESG GRANT PROCEEDS SEPT 20  | 4,707.22 |
| TOTAL:            |           |                                 |          |                             | 4,707.22 |
| 2005 JAG          | GRANTS    | CARD CENTER                     | 10/11/13 | MEGASAVR-FUEL K9 TRNG OMAH  | 47.00    |
|                   |           |                                 | 10/11/13 | PETSMART-K9 TRAINING TOY    | 42.79    |
|                   |           |                                 | 10/11/13 | JIM JOHNS-MEALS K9 TRNG OM  | 7.66     |
|                   |           |                                 | 10/11/13 | SUBWAY-MEALS K9 TRNG OMAHA  | 8.20     |
|                   |           |                                 | 10/11/13 | JIM JOHNS-MEALS K9 TRNG OM  | 9.20     |
|                   |           |                                 | 10/11/13 | VARSIITY-MEALS K9 TRNG OMAH | 12.69    |
|                   |           |                                 | 10/11/13 | JET X2-FUEL K9 TRNG OMAHA   | 48.00    |
|                   |           |                                 | 10/11/13 | TACOBELL-MEALS K9 TRNG OMA  | 3.50     |
|                   |           |                                 | 10/11/13 | LAQUINTA-ROOM K9 TRNG OMAH  | 139.44   |
|                   |           |                                 | 10/11/13 | FIREHOUSE-MEALS K9 TRNG OM  | 10.95    |
|                   |           |                                 | 10/11/13 | JIM JOHNS-MEALS K9 TRNG OM  | 6.29     |
|                   |           |                                 | 10/11/13 | LANDING ZONE-FUEL K9 TRNG   | 54.50    |
|                   |           |                                 | 10/11/13 | FARMHOUSE-MEALS K9 TRNG OM  | 14.58    |
|                   |           |                                 | 10/11/13 | JIM JOHNS-MEALS K9 TRNG OM  | 5.47     |
|                   |           |                                 | 10/11/13 | JIM JOHNS-MEALS K9 TRNG OM  | 8.10     |
|                   |           |                                 | 10/11/13 | BIG FRED'S-MEALS K9 TRNG OM | 20.46    |
|                   |           |                                 | 10/11/13 | MEGA SAVER-FUEL K9 TRNG OM  | 45.00    |
|                   |           |                                 | 10/11/13 | JIM JOHNS-MEALS K9 TRNG OM  | 7.12     |
|                   |           |                                 | 10/11/13 | VARSIITY-MEALS K9 TRNG OMAH | 13.69    |
|                   |           |                                 | 10/11/13 | SHORT STOP-MEALS K9 TRNG O  | 10.01    |
|                   |           |                                 | 10/11/13 | LAQUINTA-ROOM K9 TRNG OMAH  | 278.88   |
|                   |           |                                 | 10/11/13 | LANDING ZONE-MEALS K9 TRNG  | 5.37     |
|                   |           |                                 | 10/11/13 | LANDING ZONE-FUEL K9 TRNG   | 52.00    |
|                   |           |                                 | 10/11/13 | RAY ALLEN-K9 TRAINING HARN  | 64.99    |
|                   |           |                                 | 10/11/13 | JIM JOHNS-MEALS K9 TRNG OM  | 6.85     |
|                   |           |                                 | 10/11/13 | MEGA SAVER-FUEL K9 TRNG OM  | 44.50    |
|                   |           |                                 | 10/11/13 | SPIRIT WORLD-MEALS K9 TRNG  | 10.40    |
|                   |           |                                 | 10/11/13 | PANERA-MEALS K9 TRNG OMAHA  | 10.95    |
|                   |           |                                 | 10/11/13 | FARMHOUSE-MEALS K9 TRNG OM  | 19.54    |
|                   |           |                                 | 10/11/13 | SPIRIT WORLD-MEALS K9 TRNG  | 10.19    |
|                   |           |                                 | 10/11/13 | JIM JOHNS-MEALS K9 TRNG OM  | 8.10     |
|                   |           |                                 | 10/11/13 | HORTONS-POLICE SLEEVE/K9 T  | 236.45   |
|                   |           |                                 | 10/11/13 | LANDING ZONE-MEALS K9 TRNG  | 7.22     |
|                   |           |                                 | 10/11/13 | LANDING ZONE-FUEL K9 TRNG   | 48.00    |
|                   |           |                                 | 10/11/13 | SUBWAY-MEALS K9 TRNG OMAHA  | 5.49     |
|                   |           |                                 | 10/11/13 | LAQUINTA-ROOM K9 TRNG OMAH  | 199.72   |
| TOTAL:            |           |                                 |          |                             | 1,523.30 |
| SELF HELP HOUSING | GRANTS    | CENTURYLINK COMMUNICATION, INC. | 10/21/13 | SELF HELP HOUSING           | 14.27    |
| TOTAL:            |           |                                 |          |                             | 14.27    |
| NON-DEPARTMENTAL  | SPIN CITY | INTERNAL REVENUE SERVICE        | 10/18/13 | FEDERAL WITHHOLDING         | 279.41   |
|                   |           |                                 | 10/18/13 | SOCIAL SECURITY WITHHOLDIN  | 250.97   |
|                   |           |                                 | 10/18/13 | MEDICARE WITHHOLDING        | 58.69    |
|                   |           | COVENTRY HEALTH SYSTEMS         | 10/04/13 | PHS EMPLOYEE                | 42.40    |
|                   |           |                                 | 10/18/13 | PHS EMPLOYEE                | 42.40    |
|                   |           | CITY OF JUNCTION CITY           | 10/04/13 | TELEPHONE REIMBURSEMENT     | 13.25    |
|                   |           |                                 | 10/18/13 | TELEPHONE REIMBURSEMENT     | 13.25    |
|                   |           | KANSAS DEPT OF REVENUE          | 10/18/13 | STATE WITHHOLDING           | 77.31    |
|                   |           | KANSAS PUBLIC EMPLOYEES         | 10/18/13 | KPERS #1                    | 45.70    |
| TOTAL:            |           |                                 |          |                             | 823.38   |

| DEPARTMENT                             | FUND               | VENDOR NAME                           | DATE     | DESCRIPTION                | AMOUNT    |
|--|--------------------|---------------------------------------|----------|----------------------------|-----------|
| SPIN CITY                              | SPIN CITY          | INTERNAL REVENUE SERVICE              | 10/18/13 | SOCIAL SECURITY WITHHOLDIN | 250.97    |
|  |                    |                                       | 10/18/13 | MEDICARE WITHHOLDING       | 58.69     |
|  |                    | COVENTRY HEALTH SYSTEMS               | 10/04/13 | PHS EMPLOYEE               | 169.59    |
|  |                    |                                       | 10/18/13 | PHS EMPLOYEE               | 169.59    |
|  |                    | TELEPLUS SOLUTIONS                    | 10/15/13 | Spin City Phones           | 11.38     |
|  |                    |                                       | 10/15/13 | Spin City Internet         | 8.50      |
|  |                    | COX BUSINESS SERVICES                 | 10/02/13 | Spin City - Cable          | 100.66    |
|  |                    |                                       | 10/02/13 | Spin City - Internet       | 47.95     |
|  |                    |                                       | 10/02/13 | Spin City - Telephone      | 81.59     |
|  |                    |                                       | 10/02/13 | SC - Metro E               | 182.50    |
|  |                    | NAT'L INSURANCE MARKETING BROKERS LLC | 10/04/13 | CITY OF JC EMPLOYER PD LIF | 8.44      |
|  |                    | DELTA DENTAL (PAYROLL)                | 10/04/13 | DELTA DENTAL OF KANSAS     | 10.94     |
|  |                    |                                       | 10/18/13 | DELTA DENTAL OF KANSAS     | 10.94     |
|  |                    | SECURITY SOLUTIONS INC                | 10/22/13 | ALARM-915 S WASHINGTON     | 22.00     |
|  |                    | KANSAS GAS SERVICE                    | 10/15/13 | 915 S WASHINGTON           | 42.24     |
|  |                    | WESTAR ENERGY                         | 10/15/13 | 915 S WASHINGTON-GOLF-SPIN | 734.96    |
|  |                    |                                       | 10/15/13 | 915 S WASHINGTON-SPIN CITY | 1,677.38  |
|  |                    | KANSAS PUBLIC EMPLOYEES               | 10/18/13 | KPERS #1                   | 100.42    |
|  |                    | CARD CENTER                           | 10/10/13 | WALMART-CAKE               | 14.98     |
|  |                    |                                       | 10/10/13 | WALMART-MILK               | 2.24      |
|  |                    |                                       | 10/10/13 | RADIOSHACK-WIRELESS MIC    | 28.00     |
|  |                    |                                       | 10/10/13 | WALMART-CAKE               | 14.98     |
|  |                    |                                       | 10/10/13 | WALMART-BATTERIES          | 27.94     |
|  |                    |                                       | 10/10/13 | HOBBY LOBBY-BIRTHDAY PARTY | 116.30    |
|  |                    |                                       |          | TOTAL:                     | 3,893.18  |
| INDUSTRIAL REVENUE BON BOND & INTEREST | EMPRISE BANK       |                                       | 10/28/13 | IRB-PAYMENT CAPGEMINI-NOV  | 16,566.78 |
|  |                    |                                       | 10/28/13 | IRB-PAYMENT CAPGEMINI-NOV  | 13,579.29 |
|  |                    |                                       |          | TOTAL:                     | 30,146.07 |
| NON-DEPARTMENTAL                       | WATER & SEWER FUND | INTERNAL REVENUE SERVICE              | 10/18/13 | FEDERAL WITHHOLDING        | 2,941.02  |
|  |                    |                                       | 10/18/13 | SOCIAL SECURITY WITHHOLDIN | 1,878.17  |
|  |                    |                                       | 10/18/13 | MEDICARE WITHHOLDING       | 439.29    |
|  |                    | ING LIFE INSURANCE & ANNUITY COMPANY  | 10/18/13 | ING                        | 361.76    |
|  |                    | COVENTRY HEALTH SYSTEMS               | 10/04/13 | PHS EMPLOYEE               | 432.48    |
|  |                    |                                       | 10/18/13 | PHS EMPLOYEE               | 432.48    |
|  |                    |                                       | 10/04/13 | PHS EMP/SPOUSE             | 199.89    |
|  |                    |                                       | 10/18/13 | PHS EMP/SPOUSE             | 199.89    |
|  |                    |                                       | 10/04/13 | PHS FAMILY #2              | 13.10     |
|  |                    |                                       | 10/18/13 | PHS FAMILY #2              | 13.10     |
|  |                    |                                       | 10/04/13 | PHS FAMILY #3              | 76.92     |
|  |                    |                                       | 10/18/13 | PHS FAMILY #3              | 76.92     |
|  |                    |                                       | 10/04/13 | PHS FAMILY 3000            | 256.17    |
|  |                    |                                       | 10/18/13 | PHS FAMILY 3000            | 256.17    |
|  |                    | CITY OF JUNCTION CITY                 | 10/04/13 | CITY OF JUNCTION CITY (G-F | 5.00      |
|  |                    |                                       | 10/18/13 | CITY OF JUNCTION CITY (G-F | 5.00      |
|  |                    |                                       | 10/04/13 | TELEPHONE REIMBURSEMENT    | 60.13     |
|  |                    |                                       | 10/18/13 | TELEPHONE REIMBURSEMENT    | 60.13     |
|  |                    | KANSAS PAYMENT CENTER                 | 10/18/13 | GARNISHMENT                | 120.00    |
|  |                    | NAT'L INSURANCE MARKETING BROKERS LLC | 10/04/13 | CITY OF JC VOLUNTARY BENEF | 106.67    |
|  |                    |                                       | 10/18/13 | CITY OF JC VOLUNTARY BENEF | 106.67    |
|  |                    |                                       | 10/04/13 | CITY OF JC BEFORE TAX      | 118.72    |
|  |                    |                                       | 10/18/13 | CITY OF JC BEFORE TAX      | 118.72    |
|  |                    | DELTA DENTAL (PAYROLL)                | 10/04/13 | DELTA DENTAL OF KANSAS     | 90.45     |
|  |                    |                                       | 10/18/13 | DELTA DENTAL OF KANSAS     | 90.45     |
|  |                    | KANSAS DEPT OF REVENUE                | 10/18/13 | STATE WITHHOLDING          | 1,030.63  |

| DEPARTMENT         | FUND               | VENDOR NAME                            | DATE     | DESCRIPTION                 | AMOUNT    |
|--------------------|--------------------|--|----------|-----------------------------|-----------|
|                    |                    | WATER PROTECTION FEE/CLEAN DRINKING FE | 10/28/13 | WPF 3RD QTR 2013            | 9,619.59  |
|                    |                    | KANSAS PUBLIC EMPLOYEES                | 10/18/13 | KPERS #1                    | 439.16    |
|                    |                    |  | 10/18/13 | KPERS #2                    | 1,221.59  |
|                    |                    | CITY OF JC FLEX SPENDING ACCT 1074334  | 10/18/13 | FLEX SPENDING-1074334       | 287.21    |
|                    |                    | ROLLING MEADOWS GOLF COURSE            | 10/18/13 | ROLLING MEADOWS GOLF COURSE | 10.41     |
|                    |                    | UNITED WAY OF JUNCTION CITY-GEARY COUN | 10/18/13 | UNITED WAY                  | 23.06     |
|                    |                    |  |          | TOTAL:                      | 21,090.95 |
| WATER DISTRIBUTION | WATER & SEWER FUND | INTERNAL REVENUE SERVICE               | 10/18/13 | SOCIAL SECURITY WITHHOLDIN  | 432.71    |
|                    |                    |  | 10/18/13 | MEDICARE WITHHOLDING        | 101.20    |
|                    |                    | COVENTRY HEALTH SYSTEMS                | 10/04/13 | PHS EMPLOYEE                | 561.19    |
|                    |                    |  | 10/18/13 | PHS EMPLOYEE                | 561.35    |
|                    |                    |  | 10/04/13 | PHS FAMILY #2               | 26.21     |
|                    |                    |  | 10/18/13 | PHS FAMILY #2               | 26.21     |
|                    |                    |  | 10/04/13 | PHS FAMILY #3               | 31.88     |
|                    |                    |  | 10/18/13 | PHS FAMILY #3               | 31.88     |
|                    |                    | UNIVERSAL LUBRICANTS, LLC              | 10/15/13 | OIL FOR ALL DEPT. VEHICLES  | 65.31     |
|                    |                    | CENTURY UNITED COMPANIES, INC          | 10/07/13 | Copier - Pw                 | 17.50     |
|                    |                    | BARNES DISTRIBUTION                    | 9/25/13  | ANTIFREEZE                  | 20.88     |
|                    |                    |  | 10/01/13 | STROBE LAMPS                | 93.96     |
|                    |                    |  | 10/04/13 | ARCTIC SUPERFLEX WRENCH P   | 14.10     |
|                    |                    |  | 10/04/13 | FLEET SHOP PIECES           | 67.98     |
|                    |                    | CENTRAL POWER SYSTEMS & SERVICES       | 10/15/13 | 185 CFM PORT AIR COMPRESS   | 4,234.62  |
|                    |                    |  | 10/08/13 | STOCK - RECLINED BRAKES     | 76.47     |
|                    |                    |  | 10/16/13 | OIL, FILTERS, ETC.          | 980.96    |
|                    |                    | COX BUSINESS SERVICES                  | 10/02/13 | Public Works - Metro E - 2  | 45.62     |
|                    |                    |  | 10/02/13 | Public Works - Telephone -  | 55.84     |
|                    |                    | NAT'L INSURANCE MARKETING BROKERS LLC  | 10/04/13 | CITY OF JC EMPLOYER PD LIF  | 34.02     |
|                    |                    | CROSS-MIDWEST TIRE                     | 10/09/13 | STOCK WHEELS                | 35.25     |
|                    |                    | SCHULTE SUPPLY, INC.                   | 10/16/13 | RACHET WRENCH               | 75.00     |
|                    |                    |  | 10/01/13 | UTC COMPRESSION ~ 4         | 145.32    |
|                    |                    | DELTA DENTAL (PAYROLL)                 | 10/04/13 | DELTA DENTAL OF KANSAS      | 25.66     |
|                    |                    |  | 10/18/13 | DELTA DENTAL OF KANSAS      | 25.66     |
|                    |                    |  | 10/04/13 | DELTA DENTAL OF KANSAS      | 38.26     |
|                    |                    |  | 10/18/13 | DELTA DENTAL OF KANSAS      | 38.28     |
|                    |                    | FIRESTONE MASTER CAR SERV              | 10/18/13 | TIRES                       | 31.74     |
|                    |                    | GEARY COUNTY PUBLIC WORKS              | 10/07/13 | WTR DISTRIBUTION-UNLEADED   | 319.08    |
|                    |                    |  | 10/07/13 | WTR DISTRIBUTION-DIESEL     | 562.99    |
|                    |                    |  | 10/07/13 | FUEL SURCHARGE              | 20.54     |
|                    |                    |  | 10/07/13 | CARD                        | 0.00      |
|                    |                    | J & K CONTRACTING L.C.                 | 8/26/13  | METER CHANGE OUT            | 2,536.29  |
|                    |                    |  | 10/01/13 | CANDLEWOOD SUITES           | 1,200.00  |
|                    |                    |  | 10/01/13 | SUPER 8 MOTEL               | 2,903.67  |
|                    |                    |  | 10/01/13 | PENN ENTERPRISES            | 2,297.27  |
|                    |                    |  | 10/01/13 | RAMADA, S WASHINGTON        | 5,026.55  |
|                    |                    |  | 10/01/13 | VALUE PLACE HOTEL           | 1,596.08  |
|                    |                    |  | 10/01/13 | HOSPITAL, NORTH 3"          | 5,898.03  |
|                    |                    |  | 10/01/13 | MARRIOTT HOTEL              | 4,258.46  |
|                    |                    |  | 10/01/13 | VALLEY VIEW                 | 2,147.31  |
|                    |                    |  | 10/01/13 | ARMOUR SWIFT ECKRIDGE       | 1,614.03  |
|                    |                    |  | 10/24/13 | SWWW TREATMENT PLANT        | 3,295.60  |
|                    |                    | KEY OFFICE EQUIPMENT                   | 10/14/13 | FOAM CUPS                   | 2.62      |
|                    |                    |  | 10/21/13 | TONER CARTRIDGES            | 24.06     |
|                    |                    | KANSAS GAS SERVICE                     | 10/22/13 | 2324 N JACKSON-SEPT 2013    | 26.54     |
|                    |                    | KANSAS PUBLIC EMPLOYEES                | 10/18/13 | KPERS #1                    | 62.38     |
|                    |                    |  | 10/18/13 | KPERS #2                    | 563.26    |

| DEPARTMENT           | FUND               | VENDOR NAME                           | DATE     | DESCRIPTION                | AMOUNT    |
|----------------------|--------------------|---------------------------------------|----------|----------------------------|-----------|
|                      |                    | KONZA CONST. CO.                      | 9/11/13  | FILL SAND AT 21ST & CUSTER | 38.95     |
|                      |                    | CARD CENTER                           | 10/17/13 | WALMART-DPW SPPLS,PNT,OFFC | 95.50     |
|                      |                    |                                       | 10/17/13 | SAPP BROS- FUEL FOR KS CIT | 27.25     |
|                      |                    |                                       | 10/17/13 | SUBWAY-APWA FLEET SYSTEMS  | 3.61      |
|                      |                    |                                       | 10/17/13 | WALMART-FOOD FOR DPW APPR  | 25.00     |
|                      |                    |                                       | 10/17/13 | WALMART-FOOD FOR DPW APPR  | 25.00     |
|                      |                    |                                       | 10/17/13 | WALMART-FOOD FOR DPW APPR  | 10.57     |
|                      |                    |                                       | 10/10/13 | COMP FOR MTR CHANGE        | 124.83    |
|                      |                    |                                       | 10/10/13 | COMP FOR MTR CHANGE        | 224.25    |
|                      |                    |                                       | 10/10/13 | PIPE FOR MAIN BREAK        | 14.60     |
|                      |                    |                                       | 10/10/13 | SHOP TOWELS                | 9.97      |
|                      |                    |                                       | 10/10/13 | HAMM BIT                   | 18.99     |
|                      |                    |                                       | 10/10/13 | PENS                       | 2.78      |
|                      |                    |                                       | 10/10/13 | SPLICE/CONNECTOR           | 18.75     |
|                      |                    |                                       | 10/10/13 | OFFICE SUPPLIES            | 5.50      |
|                      |                    | CINTAS #451                           | 10/08/13 | WKLY MATS AND MOP          | 7.25      |
|                      |                    |                                       | 10/08/13 | WKLY MATS AND MOP          | 7.25      |
|                      |                    |                                       | 10/15/13 | WKLY MATS AND MOP          | 7.25      |
|                      |                    |                                       | 10/22/13 | WKLY MOP AND MATS          | 7.25      |
|                      |                    | SALINA WHOLESALE SUPPLY               | 10/04/13 | FULL CIRCLE CLAMP          | 336.35    |
|                      |                    |                                       | 10/08/13 | CPLG MIPXCOMP CTS          | 405.90    |
|                      |                    |                                       | 10/08/13 | CPLG MIPXCOMP CTS          | 162.78    |
|                      |                    |                                       | 10/08/13 | TAP AND FCC-CI DI          | 1,212.22  |
|                      |                    |                                       | 10/15/13 | 6X10 FCC-CI DI             | 238.84    |
|                      |                    |                                       | 10/15/13 | 5/8 RUBBR MRT GASKETS      | 365.00    |
|                      |                    |                                       | 10/17/13 | HOUSING ASSY               | 1,543.46  |
|                      |                    |                                       | 10/21/13 | 2 " COMPOUND METER         | 99.55     |
|                      |                    |                                       |          | TOTAL:                     | 47,288.47 |
| WATER PLANT          | WATER & SEWER FUND | HDR ENGINEERING INC                   | 10/28/13 | WTP PRE ENG ANALYSIS & PRE | 11,348.50 |
|                      |                    | F & R SERVICES                        | 10/28/13 | WATER PLANT & FIELDS       | 725.00    |
|                      |                    |                                       | 10/28/13 | PUMP STATIONS @ ADAMS ST   | 78.75     |
|                      |                    | VEOLIA WATER NORTH AMERICA            | 10/07/13 | CONTINENTAL INV 149696     | 2,015.00  |
|                      |                    |                                       | 10/07/13 | CONTINENTAL INV 149697     | 1,290.00  |
|                      |                    |                                       | 10/07/13 | CONTINENTAL INV 149698     | 1,290.00  |
|                      |                    |                                       | 10/07/13 | CONTINENTAL INV 149699     | 1,290.00  |
|                      |                    |                                       |          | TOTAL:                     | 18,037.25 |
| WATER ADMINISTRATION | WATER & SEWER FUND | INTERNAL REVENUE SERVICE              | 10/18/13 | SOCIAL SECURITY WITHHOLDIN | 573.35    |
|                      |                    |                                       | 10/18/13 | MEDICARE WITHHOLDING       | 134.10    |
|                      |                    | COVENTRY HEALTH SYSTEMS               | 10/04/13 | PHS EMPLOYEE               | 430.93    |
|                      |                    |                                       | 10/18/13 | PHS EMPLOYEE               | 430.77    |
|                      |                    |                                       | 10/04/13 | PHS EMP/SPOUSE             | 67.84     |
|                      |                    |                                       | 10/18/13 | PHS EMP/SPOUSE             | 67.84     |
|                      |                    |                                       | 10/04/13 | PHS FAMILY 3000            | 59.36     |
|                      |                    |                                       | 10/18/13 | PHS FAMILY 3000            | 59.36     |
|                      |                    | CENTURYLINK COMMUNICATION, INC.       | 10/21/13 | WATER ADMINISTRATION       | 105.25    |
|                      |                    | COX BUSINESS SERVICES                 | 10/02/13 | Phone Lines - Cox          | 163.16    |
|                      |                    | NAT'L INSURANCE MARKETING BROKERS LLC | 10/04/13 | CITY OF JC EMPLOYER PD LIF | 44.89     |
|                      |                    | DELTA DENTAL (PAYROLL)                | 10/04/13 | DELTA DENTAL OF KANSAS     | 70.85     |
|                      |                    |                                       | 10/18/13 | DELTA DENTAL OF KANSAS     | 70.85     |
|                      |                    |                                       | 10/04/13 | DELTA DENTAL OF KANSAS     | 23.44     |
|                      |                    |                                       | 10/18/13 | DELTA DENTAL OF KANSAS     | 23.43     |
|                      |                    | GEARY COUNTY PUBLIC WORKS             | 10/21/13 | WATER-UNLEADED             | 625.92    |
|                      |                    |                                       | 10/21/13 | WATER-SURCHARGE 189.10GAL@ | 15.13     |
|                      |                    | HD SUPPLY WATERWORKS, LTD             | 10/28/13 | RUBBER WASHERS/6 METERS    | 363.24    |

| DEPARTMENT         | FUND               | VENDOR NAME                            | DATE     | DESCRIPTION                | AMOUNT    |
|--------------------|--------------------|--|----------|----------------------------|-----------|
|                    |                    | SECURITY SOLUTIONS INC                 | 10/22/13 | ALARM WUPD 2307 N JACKSON  | 35.00     |
|                    |                    |  | 10/22/13 | ALARM CITY CLERK OFC.(CS d | 18.00     |
|                    |                    | KEY OFFICE EQUIPMENT                   | 10/22/13 | INK CARTRIDGES FOR BILL MA | 531.12    |
|                    |                    | WATER PROTECTION FEE/CLEAN DRINKING FE | 10/28/13 | WPF 3RD QTR 2013           | 9,018.37  |
|                    |                    | BRINKS INCORPORATED                    | 10/22/13 | WATER-SEPTEMBER 2013       | 172.17    |
|                    |                    | KANSAS GAS SERVICE                     | 10/15/13 | 900 W SPRUCE               | 30.94     |
|                    |                    |  | 10/15/13 | 2232 W ASH TOWER           | 30.08     |
|                    |                    | WESTAR ENERGY                          | 10/15/13 | 2232 W ASH-WATER TOWER     | 106.04    |
|                    |                    |  | 10/15/13 | 2100 N JACKSON-WATER       | 263.70    |
|                    |                    | KANSAS PUBLIC EMPLOYEES                | 10/18/13 | KPERS #1                   | 428.10    |
|                    |                    |  | 10/18/13 | KPERS #2                   | 425.16    |
|                    |                    | KARSMIZKI LOCKSMITH                    | 10/28/13 | SERVICE VAULT DOOR LOCK    | 180.00    |
|                    |                    | POSTMASTER                             | 10/16/13 | OCT 2013-POSTAGE MACHINE   | 2,500.00  |
|                    |                    | THE PRINTERY                           | 10/22/13 | WATER-WINDOW ENV. W/IMPRIN | 494.50    |
|                    |                    | CARD CENTER                            | 10/11/13 | SPLASH N DASH-WASH CITY TR | 10.00     |
|                    |                    |  | 10/11/13 | FAZOLIS-TRNING EXPENSE     | 20.47     |
|                    |                    |  | 10/11/13 | RED LOBSTER-TRNING EXP     | 40.47     |
|                    |                    |  | 10/11/13 | KTA TOLLS-TRNING EXPENSE   | 1.10      |
|                    |                    |  | 10/11/13 | FAZOLIS-TRNING EXPENSE     | 19.51     |
|                    |                    |  | 10/11/13 | FAIRFIELD INN AND SUITES-T | 107.91    |
|                    |                    |  | 10/11/13 | FAIRFIELD INN AND SUITES-T | 107.91    |
|                    |                    |  | 10/11/13 | KTA TOLLS-TRN EXPENSE      | 1.40      |
|                    |                    |  | 10/11/13 | SCREEN MACHINE-SHIRTS      | 26.28     |
|                    |                    |  | 10/11/13 | SALTY IGUANA-TRNING EXP    | 35.63     |
|                    |                    |  | 10/11/13 | FIVE GUYS-TRNING EXPENSE   | 23.41     |
|                    |                    |  | 10/11/13 | KTA TOLLS-TRNING EXPENSE   | 1.25      |
|                    |                    |  | 10/11/13 | FAZOLIS-TRNING EXPENSE     | 19.26     |
|                    |                    |  | 10/11/13 | FAIRFIELD INN AND SUITES   | 99.00     |
|                    |                    |  | 10/11/13 | FAIRFIELD INN AND SUITES   | 99.00     |
|                    |                    |  | 10/11/13 | KTA TOLLS-TRNING EXPENSE   | 0.85      |
|                    |                    |  | 10/11/13 | WALMART-BATTERIES          | 9.97      |
|                    |                    | CINTAS #451                            | 10/22/13 | UNIFORMS-LANGDON, KENNY    | 10.74     |
|                    |                    |  | 10/22/13 | SCRAPER/BROWN MAT          | 34.58     |
|                    |                    |  | 10/22/13 | UNIFORMS-LANGDON, KENNY    | 10.74     |
|                    |                    |  | 10/22/13 | SCRAPER/BROWN MAT          | 55.49     |
|                    |                    |  | 10/22/13 | UNIFORMS-LANGDON, KENNY    | 10.74     |
|                    |                    |  | 10/25/13 | SCRAPER/BROWN MAT          | 34.58     |
|                    |                    |  | 10/25/13 | UNIFORMS-LANGDON, KENNY    | 10.74     |
|                    |                    |  |          | TOTAL:                     | 18,353.92 |
| SEWER DISTRIBUTION | WATER & SEWER FUND | INTERNAL REVENUE SERVICE               | 10/18/13 | SOCIAL SECURITY WITHHOLDIN | 300.00    |
|                    |                    |  | 10/18/13 | MEDICARE WITHHOLDING       | 70.15     |
|                    |                    | COVENTRY HEALTH SYSTEMS                | 10/04/13 | PHS EMPLOYEE               | 423.96    |
|                    |                    |  | 10/18/13 | PHS EMPLOYEE               | 423.98    |
|                    |                    |  | 10/04/13 | PHS FAMILY #3              | 31.88     |
|                    |                    |  | 10/18/13 | PHS FAMILY #3              | 31.88     |
|                    |                    | UNIVERSAL LUBRICANTS, LLC              | 10/15/13 | OIL FOR ALL DEPT. VEHICLES | 65.31     |
|                    |                    | CENTURY UNITED COMPANIES, INC          | 10/07/13 | Copier - PW                | 17.50     |
|                    |                    | BARNES DISTRIBUTION                    | 9/25/13  | ANTIFREEZE                 | 20.88     |
|                    |                    |  | 10/01/13 | STROBE LAMPS               | 93.95     |
|                    |                    |  | 10/04/13 | ARCTIC SUPERFLEX WRENCH P  | 14.10     |
|                    |                    |  | 10/04/13 | FLEET SHOP PIECES          | 67.97     |
|                    |                    | CENTRAL POWER SYSTEMS & SERVICES       | 10/15/13 | 185 CFM PORT AIR COMPRESS  | 4,234.62  |
|                    |                    |  | 10/08/13 | STOCK - RECLINED BRAKES    | 76.47     |
|                    |                    |  | 10/23/13 | HOSE & FREIGHT #918        | 312.19    |
|                    |                    | COX BUSINESS SERVICES                  | 10/02/13 | Public Works - Metro E - 2 | 45.62     |

| DEPARTMENT           | FUND               | VENDOR NAME                           | DATE     | DESCRIPTION                | AMOUNT    |
|----------------------|--------------------|---------------------------------------|----------|----------------------------|-----------|
|                      |                    |                                       | 10/02/13 | Public Works - Telephone - | 55.84     |
|                      |                    | NAT'L INSURANCE MARKETING BROKERS LLC | 10/04/13 | CITY OF JC EMPLOYER PD LIF | 30.28     |
|                      |                    | CROSS-MIDWEST TIRE                    | 10/09/13 | STOCK WHEELS               | 35.25     |
|                      |                    | DS&O RURAL ELECTRIC                   | 10/28/13 | REPLACE BALLAST #7 HARGRVS | 457.50    |
|                      |                    | DAVE'S ELECTRIC, INC.                 | 10/28/13 | HIGHLAND DR LIFT STATION   | 1,471.55  |
|                      |                    | DELTA DENTAL (PAYROLL)                | 10/04/13 | DELTA DENTAL OF KANSAS     | 25.66     |
|                      |                    |                                       | 10/18/13 | DELTA DENTAL OF KANSAS     | 25.66     |
|                      |                    |                                       | 10/04/13 | DELTA DENTAL OF KANSAS     | 22.89     |
|                      |                    |                                       | 10/18/13 | DELTA DENTAL OF KANSAS     | 22.45     |
|                      |                    | FIRESTONE MASTER CAR SERV             | 10/18/13 | TIRES                      | 31.73     |
|                      |                    | GEARY COUNTY PUBLIC WORKS             | 10/07/13 | SEWER MAINT-UNLEADED       | 490.22    |
|                      |                    |                                       | 10/07/13 | SEWER-MAINT-DIESEL         | 703.06    |
|                      |                    |                                       | 10/07/13 | FUEL SURCHARGE             | 27.87     |
|                      |                    |                                       | 10/07/13 | CARD                       | 0.00      |
|                      |                    | KEY OFFICE EQUIPMENT                  | 10/14/13 | FOAM CUPS                  | 2.62      |
|                      |                    |                                       | 10/21/13 | TONER CARTRIDGES           | 24.06     |
|                      |                    | KANSAS GAS SERVICE                    | 10/22/13 | 2324 N JACKSON-SEPT 2013   | 26.53     |
|                      |                    | WESTAR ENERGY                         | 10/15/13 | CANDLELIGHT LIFT PUMP      | 27.63     |
|                      |                    |                                       | 10/15/13 | HIGHLAND LIFT PUMP         | 36.58     |
|                      |                    |                                       | 10/15/13 | 100 HOOVER LIFT PUMP       | 82.03     |
|                      |                    |                                       | 10/15/13 | ELMDALE LIFT PUMP          | 32.84     |
|                      |                    |                                       | 10/15/13 | 630 E ST LIFT PUMP         | 25.66     |
|                      |                    |                                       | 10/15/13 | 400 E CHESTNUT LIFT PUMP   | 87.32     |
|                      |                    |                                       | 10/15/13 | MOBILE TRAVELER LIFT PUMP  | 22.86     |
|                      |                    |                                       | 10/15/13 | 948 GRANT AVE LIFT PUMP    | 24.21     |
|                      |                    |                                       | 10/15/13 | 1001 GOLDENBELT LIFT PUMP  | 24.95     |
|                      |                    |                                       | 10/15/13 | 501 E ASH LIFT PUMP        | 100.70    |
|                      |                    |                                       | 10/15/13 | 1701 GOLDENBELT BLVD LIFT  | 118.18    |
|                      |                    | KANSAS PUBLIC EMPLOYEES               | 10/18/13 | KPERS #1                   | 62.39     |
|                      |                    |                                       | 10/18/13 | KPERS #2                   | 373.72    |
|                      |                    | PCS                                   | 10/28/13 | SERVICE VHG 4-2000         | 369.50    |
|                      |                    | CARD CENTER                           | 10/17/13 | WALMART-DPW SPPLS,PNT,OFFC | 95.49     |
|                      |                    |                                       | 10/17/13 | SAPP BROS- FUEL FOR KS CIT | 27.25     |
|                      |                    |                                       | 10/17/13 | SUBWAY-APWA FLEET SYSTEMS  | 3.61      |
|                      |                    |                                       | 10/17/13 | WALMART-FOOD FOR DPW APPR  | 25.00     |
|                      |                    |                                       | 10/17/13 | WALMART-FOOD FOR DPW APPR  | 25.00     |
|                      |                    |                                       | 10/17/13 | WALMART-FOOD FOR DPW APPR  | 10.57     |
|                      |                    |                                       | 10/10/13 | VAC & JOINT                | 68.98     |
|                      |                    |                                       | 10/10/13 | SHOP TOWELS                | 9.97      |
|                      |                    |                                       | 10/10/13 | LIFT STATION BATTERY       | 24.07     |
|                      |                    |                                       | 10/10/13 | BATTERIES                  | 48.14     |
|                      |                    |                                       | 10/10/13 | OFFICE SUPPLIES            | 5.49      |
|                      |                    | CINTAS #451                           | 10/15/13 | WKLY MATS AND MOP          | 7.25      |
|                      |                    |                                       | 10/22/13 | WKLY MOP AND MATS          | 7.25      |
|                      |                    |                                       |          | TOTAL:                     | 11,430.27 |
| SEWER ADMINISTRATION | WATER & SEWER FUND | INTERNAL REVENUE SERVICE              | 10/18/13 | SOCIAL SECURITY WITHHOLDIN | 572.11    |
|                      |                    |                                       | 10/18/13 | MEDICARE WITHHOLDING       | 133.79    |
|                      |                    | COVENTRY HEALTH SYSTEMS               | 10/04/13 | PHS EMPLOYEE               | 313.74    |
|                      |                    |                                       | 10/18/13 | PHS EMPLOYEE               | 313.74    |
|                      |                    |                                       | 10/04/13 | PHS EMP/SPOUSE             | 50.87     |
|                      |                    |                                       | 10/18/13 | PHS EMP/SPOUSE             | 50.87     |
|                      |                    |                                       | 10/04/13 | PHS FAMILY #2              | 26.21     |
|                      |                    |                                       | 10/18/13 | PHS FAMILY #2              | 26.21     |
|                      |                    |                                       | 10/04/13 | PHS FAMILY 3000            | 59.36     |
|                      |                    |                                       | 10/18/13 | PHS FAMILY 3000            | 59.36     |

| DEPARTMENT             | FUND               | VENDOR NAME                            | DATE     | DESCRIPTION                 | AMOUNT    |
|------------------------|--------------------|--|----------|-----------------------------|-----------|
|                        |                    | NAT'L INSURANCE MARKETING BROKERS LLC  | 10/04/13 | CITY OF JC EMPLOYER PD LIF  | 46.26     |
|                        |                    | DELTA DENTAL (PAYROLL)                 | 10/04/13 | DELTA DENTAL OF KANSAS      | 61.13     |
|                        |                    |  | 10/18/13 | DELTA DENTAL OF KANSAS      | 61.13     |
|                        |                    |  | 10/04/13 | DELTA DENTAL OF KANSAS      | 22.92     |
|                        |                    |  | 10/18/13 | DELTA DENTAL OF KANSAS      | 23.35     |
|                        |                    | KANSAS PUBLIC EMPLOYEES                | 10/18/13 | KPERS #1                    | 412.15    |
|                        |                    |  | 10/18/13 | KPERS #2                    | 427.49    |
|                        |                    | POSTMASTER                             | 10/16/13 | OCT 2013-POSTAGE MACHINE    | 2,500.00  |
|                        |                    | THE PRINTERY                           | 10/22/13 | SEWER-WINDOW ENV. W/IMPRIN  | 494.50    |
|                        |                    |  |          | TOTAL:                      | 5,655.19  |
| WASTEWATER PLANTS      | WATER & SEWER FUND | HDR ENGINEERING INC                    | 10/28/13 | WW SYSTEM PRE-ENG & ANALYS  | 26,433.00 |
|                        |                    | SIEMENS INDUSTRY INC                   | 10/28/13 | EQUIPMENT                   | 4,214.00  |
|                        |                    | DS&O RURAL ELECTRIC                    | 10/22/13 | SEWER LIFT                  | 39.76     |
|                        |                    |  | 10/22/13 | BROOKEBEND LIFT STATION     | 77.34     |
|                        |                    |  | 10/22/13 | LIFT STATION- HILLTOP #5    | 101.78    |
|                        |                    |  | 10/22/13 | 2542/2548 JAGER DR SWR LIF  | 63.24     |
|                        |                    |  | 10/22/13 | 2326/2321 OSPREY SWR LIFT   | 48.12     |
|                        |                    |  | 10/22/13 | 2515 WILMA-OLIVIA FARMS-LI  | 77.34     |
|                        |                    | F & R SERVICES                         | 10/28/13 | EWWT PLANT                  | 425.00    |
|                        |                    |  |          | TOTAL:                      | 31,479.58 |
| NON-DEPARTMENTAL       | STORM WATER        | INTERNAL REVENUE SERVICE               | 10/18/13 | FEDERAL WITHHOLDING         | 250.36    |
|                        |                    |  | 10/18/13 | SOCIAL SECURITY WITHHOLDIN  | 135.55    |
|                        |                    |  | 10/18/13 | MEDICARE WITHHOLDING        | 31.70     |
|                        |                    | ING LIFE INSURANCE & ANNUITY COMPANY   | 10/18/13 | ING                         | 25.00     |
|                        |                    | COVENTRY HEALTH SYSTEMS                | 10/04/13 | PHS EMPLOYEE                | 53.00     |
|                        |                    |  | 10/18/13 | PHS EMPLOYEE                | 53.00     |
|                        |                    | CITY OF JUNCTION CITY                  | 10/04/13 | TELEPHONE REIMBURSEMENT     | 6.62      |
|                        |                    |  | 10/18/13 | TELEPHONE REIMBURSEMENT     | 6.62      |
|                        |                    | NAT'L INSURANCE MARKETING BROKERS LLC  | 10/04/13 | CITY OF JC VOLUNTARY BENEF  | 5.41      |
|                        |                    |  | 10/18/13 | CITY OF JC VOLUNTARY BENEF  | 5.41      |
|                        |                    |  | 10/04/13 | CITY OF JC BEFORE TAX       | 13.88     |
|                        |                    |  | 10/18/13 | CITY OF JC BEFORE TAX       | 13.88     |
|                        |                    | DELTA DENTAL (PAYROLL)                 | 10/04/13 | DELTA DENTAL OF KANSAS      | 5.34      |
|                        |                    |  | 10/18/13 | DELTA DENTAL OF KANSAS      | 5.34      |
|                        |                    | KANSAS DEPT OF REVENUE                 | 10/18/13 | STATE WITHHOLDING           | 77.73     |
|                        |                    | KANSAS PUBLIC EMPLOYEES                | 10/18/13 | KPERS #1                    | 41.66     |
|                        |                    |  | 10/18/13 | KPERS #2                    | 73.22     |
|                        |                    | CITY OF JC FLEX SPENDING ACCT 1074334  | 10/18/13 | FLEX SPENDING-1074334       | 3.13      |
|                        |                    | ROLLING MEADOWS GOLF COURSE            | 10/18/13 | ROLLING MEADOWS GOLF COURSE | 5.21      |
|                        |                    | UNITED WAY OF JUNCTION CITY-GEARY COUN | 10/18/13 | UNITED WAY                  | 2.25      |
|                        |                    |  |          | TOTAL:                      | 814.31    |
| STORM WATER MANAGEMENT | STORM WATER        | INTERNAL REVENUE SERVICE               | 10/18/13 | SOCIAL SECURITY WITHHOLDIN  | 135.57    |
|                        |                    |  | 10/18/13 | MEDICARE WITHHOLDING        | 31.70     |
|                        |                    | COVENTRY HEALTH SYSTEMS                | 10/04/13 | PHS EMPLOYEE                | 211.96    |
|                        |                    |  | 10/18/13 | PHS EMPLOYEE                | 211.96    |
|                        |                    | AMEC ENVIRONMENT & INFRASTRUCTURE INC  | 10/28/13 | JS SWMMP PS THROUGH 07/26/  | 6,895.00  |
|                        |                    |  | 10/28/13 | JC SWMMP PS THROUGH 08/30/  | 24,099.27 |
|                        |                    | NAT'L INSURANCE MARKETING BROKERS LLC  | 10/04/13 | CITY OF JC EMPLOYER PD LIF  | 12.31     |
|                        |                    | DELTA DENTAL (PAYROLL)                 | 10/04/13 | DELTA DENTAL OF KANSAS      | 10.80     |
|                        |                    |  | 10/18/13 | DELTA DENTAL OF KANSAS      | 10.80     |
|                        |                    |  | 10/04/13 | DELTA DENTAL OF KANSAS      | 8.19      |
|                        |                    |  | 10/18/13 | DELTA DENTAL OF KANSAS      | 8.19      |
|                        |                    | KANSAS PUBLIC EMPLOYEES                | 10/18/13 | KPERS #1                    | 91.53     |

| DEPARTMENT           | FUND               | VENDOR NAME                            | DATE     | DESCRIPTION                | AMOUNT    |
|----------------------|--------------------|--|----------|----------------------------|-----------|
|                      |                    |  | 10/18/13 | KPERS #2                   | 107.27    |
|                      |                    | KAW VALLEY ENGINEERING, INC            | 10/13/13 | FIELD SERVICES & PROJ MGMT | 1,750.00  |
|                      |                    | CARD CENTER                            | 10/17/13 | SHELL OIL-FUELFOR WRAP     | 20.00     |
|                      |                    |  |          | TOTAL:                     | 33,604.55 |
| ECONOMIC DEVELOPMENT | ECONOMIC DEVELOPME | CENTURYLINK COMMUNICATION, INC.        | 10/21/13 | EDC                        | 28.54     |
|                      |                    |  |          | TOTAL:                     | 28.54     |
| LIBRARY              | LIBRARY FUND       | DOROTHY BRAMLAGE LIBRARY               | 10/18/13 | TAX DISTN SEP 2013         | 42,018.51 |
|                      |                    |  | 10/18/13 | TAX DISTN OCT 2013         | 7,296.62  |
|                      |                    |  |          | TOTAL:                     | 49,315.13 |
| SPECIAL HIGHWAY      | SPECIAL HIGHWAY FU | CENTURYLINK COMMUNICATION, INC.        | 10/21/13 | ENGINEERING                | 35.67     |
|                      |                    |  |          | TOTAL:                     | 35.67     |
| NON-DEPARTMENTAL     | SANITATION FUND    | INTERNAL REVENUE SERVICE               | 10/18/13 | FEDERAL WITHHOLDING        | 949.46    |
|                      |                    |  | 10/18/13 | SOCIAL SECURITY WITHHOLDIN | 587.50    |
|                      |                    |  | 10/18/13 | MEDICARE WITHHOLDING       | 137.38    |
|                      |                    | ING LIFE INSURANCE & ANNUITY COMPANY   | 10/18/13 | ING                        | 103.21    |
|                      |                    | COVENTRY HEALTH SYSTEMS                | 10/04/13 | PHS EMPLOYEE               | 175.96    |
|                      |                    |  | 10/18/13 | PHS EMPLOYEE               | 175.96    |
|                      |                    |  | 10/04/13 | PHS FAMILY #2              | 8.71      |
|                      |                    |  | 10/18/13 | PHS FAMILY #2              | 8.71      |
|                      |                    |  | 10/04/13 | PHS FAMILY #3              | 51.14     |
|                      |                    |  | 10/18/13 | PHS FAMILY #3              | 51.14     |
|                      |                    |  | 10/04/13 | PHS FAMILY 3000            | 54.89     |
|                      |                    |  | 10/18/13 | PHS FAMILY 3000            | 54.89     |
|                      |                    | CITY OF JUNCTION CITY                  | 10/04/13 | TELEPHONE REIMBURSEMENT    | 5.30      |
|                      |                    |  | 10/18/13 | TELEPHONE REIMBURSEMENT    | 5.30      |
|                      |                    | NAT'L INSURANCE MARKETING BROKERS LLC  | 10/04/13 | CITY OF JC VOLUNTARY BENEF | 27.18     |
|                      |                    |  | 10/18/13 | CITY OF JC VOLUNTARY BENEF | 27.18     |
|                      |                    |  | 10/04/13 | CITY OF JC BEFORE TAX      | 30.53     |
|                      |                    |  | 10/18/13 | CITY OF JC BEFORE TAX      | 30.53     |
|                      |                    | DELTA DENTAL (PAYROLL)                 | 10/04/13 | DELTA DENTAL OF KANSAS     | 18.13     |
|                      |                    |  | 10/18/13 | DELTA DENTAL OF KANSAS     | 18.13     |
|                      |                    | KANSAS DEPT OF REVENUE                 | 10/18/13 | STATE WITHHOLDING          | 301.92    |
|                      |                    | KANSAS PUBLIC EMPLOYEES                | 10/18/13 | KPERS #1                   | 28.85     |
|                      |                    |  | 10/18/13 | KPERS #2                   | 536.06    |
|                      |                    | CITY OF JC FLEX SPENDING ACCT 1074334  | 10/18/13 | FLEX SPENDING-1074334      | 15.38     |
|                      |                    | UNITED WAY OF JUNCTION CITY-GEARY COUN | 10/18/13 | UNITED WAY                 | 3.55      |
|                      |                    |  |          | TOTAL:                     | 3,406.99  |
| SANITATION PICKUP    | SANITATION FUND    | INTERNAL REVENUE SERVICE               | 10/18/13 | SOCIAL SECURITY WITHHOLDIN | 526.23    |
|                      |                    |  | 10/18/13 | MEDICARE WITHHOLDING       | 123.07    |
|                      |                    | COVENTRY HEALTH SYSTEMS                | 10/04/13 | PHS EMPLOYEE               | 678.36    |
|                      |                    |  | 10/18/13 | PHS EMPLOYEE               | 678.36    |
|                      |                    |  | 10/04/13 | PHS FAMILY #2              | 34.85     |
|                      |                    |  | 10/18/13 | PHS FAMILY #2              | 34.85     |
|                      |                    |  | 10/04/13 | PHS FAMILY #3              | 42.40     |
|                      |                    |  | 10/18/13 | PHS FAMILY #3              | 42.40     |
|                      |                    | UNIVERSAL LUBRICANTS, LLC              | 10/15/13 | OIL FOR ALL DEPT. VEHICLES | 130.63    |
|                      |                    | CENTURY UNITED COMPANIES, INC          | 10/07/13 | Copier - PW                | 17.50     |
|                      |                    | ROBERTS TRUCK CENTER                   | 10/08/13 | DRIVE FOR #581             | 1,022.99  |
|                      |                    |  | 10/10/13 | LABOR                      | 793.80    |
|                      |                    |  | 10/10/13 | PARTS                      | 247.49    |
|                      |                    |  | 10/10/13 | TANK FOR #581              | 427.72    |

| DEPARTMENT             | FUND               | VENDOR NAME                           | DATE     | DESCRIPTION                 | AMOUNT    |
|------------------------|--------------------|---------------------------------------|----------|-----------------------------|-----------|
|                        |                    | BARNES DISTRIBUTION                   | 9/25/13  | ANTIFREEZE                  | 41.77     |
|                        |                    |                                       | 10/01/13 | STROBE LAMPS                | 187.92    |
|                        |                    |                                       | 10/04/13 | ARCTIC SUPERFLEX WRENCH P   | 28.20     |
|                        |                    |                                       | 10/04/13 | FLEET SHOP PIECES           | 135.96    |
|                        |                    | CENTRAL POWER SYSTEMS & SERVICES      | 10/08/13 | STOCK - RECLINED BRAKES     | 152.94    |
|                        |                    | COX BUSINESS SERVICES                 | 10/02/13 | Public Works - Metro E - 2  | 45.62     |
|                        |                    |                                       | 10/02/13 | Public Works - Telephone -  | 55.83     |
|                        |                    | NAT'L INSURANCE MARKETING BROKERS LLC | 10/04/13 | CITY OF JC EMPLOYER PD LIF  | 50.28     |
|                        |                    | CROSS-MIDWEST TIRE                    | 10/09/13 | STOCK WHEELS                | 70.50     |
|                        |                    | DELTA DENTAL (PAYROLL)                | 10/04/13 | DELTA DENTAL OF KANSAS      | 27.00     |
|                        |                    |                                       | 10/18/13 | DELTA DENTAL OF KANSAS      | 27.00     |
|                        |                    |                                       | 10/04/13 | DELTA DENTAL OF KANSAS      | 46.49     |
|                        |                    |                                       | 10/18/13 | DELTA DENTAL OF KANSAS      | 46.49     |
|                        |                    | FIRESTONE MASTER CAR SERV             | 10/18/13 | TIRES                       | 63.47     |
|                        |                    | GEARY COUNTY PUBLIC WORKS             | 10/07/13 | SANITATION-UNLEADED         | 63.88     |
|                        |                    |                                       | 10/07/13 | SANITATION-DIESEL           | 4,296.41  |
|                        |                    |                                       | 10/07/13 | FUEL CHARGE                 | 97.42     |
|                        |                    |                                       | 10/07/13 | CARDS                       | 0.00      |
|                        |                    | KEY OFFICE EQUIPMENT                  | 10/14/13 | FOAM CUPS                   | 5.25      |
|                        |                    |                                       | 10/21/13 | TONER CARTRIDGES            | 48.12     |
|                        |                    | KANSAS GAS SERVICE                    | 10/22/13 | 2324 N JACKSON-SEPT 2013    | 26.53     |
|                        |                    | KANSAS PUBLIC EMPLOYEES               | 10/18/13 | KPERS #2                    | 757.91    |
|                        |                    | CARD CENTER                           | 10/14/13 | QUILL- 1" BLACK ON WHITE LA | 62.97     |
|                        |                    |                                       | 10/17/13 | WALMART-FOOD FOR DPW APPR   | 25.00     |
|                        |                    |                                       | 10/17/13 | WALMART-FOOD FOR DPW APPR   | 25.00     |
|                        |                    |                                       | 10/17/13 | WALMART-FOOD FOR DPW APPR   | 10.57     |
|                        |                    |                                       | 10/10/13 | OFFICE SUPPLIES             | 11.00     |
|                        |                    | CINTAS #451                           | 10/08/13 | WKLY MATS AND MOP           | 14.50     |
|                        |                    |                                       | 10/15/13 | WKLY MATS AND MOP           | 14.50     |
|                        |                    |                                       | 10/22/13 | WKLY MOP AND MATS           | 14.50     |
|                        |                    |                                       | TOTAL:   |                             | 11,253.68 |
| SANITATION ADMINISTRAT | SANITATION FUND    | INTERNAL REVENUE SERVICE              | 10/18/13 | SOCIAL SECURITY WITHHOLDIN  | 61.25     |
|                        |                    |                                       | 10/18/13 | MEDICARE WITHHOLDING        | 14.34     |
|                        |                    | COVENTRY HEALTH SYSTEMS               | 10/04/13 | PHS EMPLOYEE                | 25.43     |
|                        |                    |                                       | 10/18/13 | PHS EMPLOYEE                | 25.43     |
|                        |                    |                                       | 10/04/13 | PHS FAMILY 3000             | 25.43     |
|                        |                    |                                       | 10/18/13 | PHS FAMILY 3000             | 25.43     |
|                        |                    | NAT'L INSURANCE MARKETING BROKERS LLC | 10/04/13 | CITY OF JC EMPLOYER PD LIF  | 6.75      |
|                        |                    | DELTA DENTAL (PAYROLL)                | 10/04/13 | DELTA DENTAL OF KANSAS      | 9.72      |
|                        |                    |                                       | 10/18/13 | DELTA DENTAL OF KANSAS      | 9.72      |
|                        |                    |                                       | 10/04/13 | DELTA DENTAL OF KANSAS      | 1.64      |
|                        |                    |                                       | 10/18/13 | DELTA DENTAL OF KANSAS      | 1.64      |
|                        |                    | KANSAS PUBLIC EMPLOYEES               | 10/18/13 | KPERS #1                    | 63.38     |
|                        |                    |                                       | 10/18/13 | KPERS #2                    | 27.41     |
|                        |                    |                                       | TOTAL:   |                             | 297.57    |
| EMPLOYEE BENEFITS      | EMPLOYEE BENEFITS  | NAT'L INSURANCE MARKETING BROKERS LLC | 10/17/13 | OCTOBER 2013                | 62.84     |
|                        |                    | DELTA DENTAL (PAYROLL)                | 10/17/13 | DELTA DENTAL (PAYROLL)      | 1,775.68  |
|                        |                    |                                       | TOTAL:   |                             | 1,838.52  |
| SUNDOWN SALUTE         | SUNDOWN SALUTE     | SUNDOWN SALUTE INC                    | 10/28/13 | OCT 2013-WATER BILL DONATI  | 475.00    |
|                        |                    |                                       | TOTAL:   |                             | 475.00    |
| NON-DEPARTMENTAL       | DRUG & ALCOHOL ABU | INTERNAL REVENUE SERVICE              | 10/18/13 | FEDERAL WITHHOLDING         | 321.02    |
|                        |                    |                                       | 10/18/13 | MEDICARE WITHHOLDING        | 31.20     |

| DEPARTMENT             | FUND               | VENDOR NAME                           | DATE     | DESCRIPTION                | AMOUNT   |
|------------------------|--------------------|---------------------------------------|----------|----------------------------|----------|
|                        |                    | COVENTRY HEALTH SYSTEMS               | 10/04/13 | PHS EMPLOYEE               | 40.73    |
|                        |                    |                                       | 10/18/13 | PHS EMPLOYEE               | 42.40    |
|                        |                    | JCPOA                                 | 10/18/13 | JCPOA                      | 20.00    |
|                        |                    | KANSAS DEPT OF REVENUE                | 10/18/13 | STATE WITHHOLDING          | 93.83    |
|                        |                    | KANSAS PUBLIC EMPLOYEES               | 10/18/13 | KP&F                       | 156.89   |
|                        |                    |                                       |          | TOTAL:                     | 706.07   |
| DRUG & ALCOHOL ABUSE   | DRUG & ALCOHOL ABU | INTERNAL REVENUE SERVICE              | 10/18/13 | MEDICARE WITHHOLDING       | 31.20    |
|                        |                    | COVENTRY HEALTH SYSTEMS               | 10/04/13 | PHS EMPLOYEE               | 162.93   |
|                        |                    |                                       | 10/18/13 | PHS EMPLOYEE               | 169.59   |
|                        |                    | NAT'L INSURANCE MARKETING BROKERS LLC | 10/04/13 | CITY OF JC EMPLOYER PD LIF | 10.38    |
|                        |                    | DELTA DENTAL (PAYROLL)                | 10/04/13 | DELTA DENTAL OF KANSAS     | 10.51    |
|                        |                    |                                       | 10/18/13 | DELTA DENTAL OF KANSAS     | 10.94    |
|                        |                    | KANSAS PUBLIC EMPLOYEES               | 10/18/13 | KP&F                       | 378.74   |
|                        |                    |                                       |          | TOTAL:                     | 774.29   |
| NON-DEPARTMENTAL       | SPECIAL LE TRUST F | INTERNAL REVENUE SERVICE              | 10/18/13 | FEDERAL WITHHOLDING        | 33.83    |
|                        |                    |                                       | 10/18/13 | SOCIAL SECURITY WITHHOLDIN | 32.39    |
|                        |                    |                                       | 10/18/13 | MEDICARE WITHHOLDING       | 7.58     |
|                        |                    | ING LIFE INSURANCE & ANNUITY COMPANY  | 10/18/13 | ING                        | 25.00    |
|                        |                    | COVENTRY HEALTH SYSTEMS               | 10/04/13 | PHS EMPLOYEE               | 21.20    |
|                        |                    |                                       | 10/18/13 | PHS EMPLOYEE               | 21.20    |
|                        |                    | DELTA DENTAL (PAYROLL)                | 10/04/13 | DELTA DENTAL OF KANSAS     | 5.33     |
|                        |                    |                                       | 10/18/13 | DELTA DENTAL OF KANSAS     | 5.33     |
|                        |                    | KANSAS DEPT OF REVENUE                | 10/18/13 | STATE WITHHOLDING          | 11.82    |
|                        |                    | KANSAS PUBLIC EMPLOYEES               | 10/18/13 | KPERS #1                   | 22.29    |
|                        |                    | CITY OF JC FLEX SPENDING ACCT 1074334 | 10/18/13 | FLEX SPENDING-1074334      | 8.34     |
|                        |                    |                                       |          | TOTAL:                     | 194.31   |
| SPECIAL LAW ENFORCEMEN | SPECIAL LE TRUST F | INTERNAL REVENUE SERVICE              | 10/18/13 | SOCIAL SECURITY WITHHOLDIN | 32.38    |
|                        |                    |                                       | 10/18/13 | MEDICARE WITHHOLDING       | 7.57     |
|                        |                    | JENNIFER ARNESON, DVM                 | 10/18/13 | DOG FOOD BARNEY            | 124.80   |
|                        |                    |                                       | 10/28/13 | BORDETELLA VACCINE BARNEY  | 18.25    |
|                        |                    | COVENTRY HEALTH SYSTEMS               | 10/04/13 | PHS EMPLOYEE               | 84.79    |
|                        |                    |                                       | 10/18/13 | PHS EMPLOYEE               | 84.79    |
|                        |                    | CENTURY LINK                          | 10/21/13 | N101502327 DTF PHONE SERVI | 38.26    |
|                        |                    | NAT'L INSURANCE MARKETING BROKERS LLC | 10/04/13 | CITY OF JC EMPLOYER PD LIF | 4.15     |
|                        |                    | DELTA DENTAL (PAYROLL)                | 10/04/13 | DELTA DENTAL OF KANSAS     | 10.80    |
|                        |                    |                                       | 10/18/13 | DELTA DENTAL OF KANSAS     | 10.80    |
|                        |                    | GEARY COUNTY PUBLIC WORKS             | 10/11/13 | DTF FUEL SEPTEMBER 2013    | 411.21   |
|                        |                    | KANSAS PUBLIC EMPLOYEES               | 10/18/13 | KPERS #1                   | 48.98    |
|                        |                    | MONTGOMERY COMMUNICATIONS INC         | 10/16/13 | 13CV307 AFFIDAVIT PUBLICAT | 92.25    |
|                        |                    | NEX-TECH                              | 10/28/13 | DRUG TASK FORCE            | 6.39     |
|                        |                    | CARD CENTER                           | 10/11/13 | ORVIS-DOG TRAVEL CRATE BAR | 436.46   |
|                        |                    |                                       | 10/11/13 | BERRY-SALES TX HOLDING CEL | 163.73-  |
|                        |                    |                                       | 10/11/13 | WOLFE'S-LAB CAMERAS        | 1,000.00 |
|                        |                    |                                       | 10/11/13 | ORSCHELNS-KENNEL BARNEY    | 249.36   |
|                        |                    |                                       | 10/11/13 | TSC SHOPS-LITHIUM K9 RECEI | 58.54    |
|                        |                    |                                       | 10/11/13 | QUANTICO-BREACH KITS       | 1,399.98 |
|                        |                    |                                       |          | TOTAL:                     | 3,956.03 |
| LAW ENFORCEMENT TRAIN  | LAW ENFORCEMENT TR | CARD CENTER                           | 10/11/13 | GLOBAL TRNG-HOMICIDE TRNG# | 525.00   |
|                        |                    |                                       |          | TOTAL:                     | 525.00   |

| DEPARTMENT              | FUND                      | VENDOR NAME | DATE | DESCRIPTION | AMOUNT     |
|-------------------------|---------------------------|-------------|------|-------------|------------|
| ===== FUND TOTALS ===== |                           |             |      |             |            |
| 01                      | GENERAL FUND              |             |      |             | 490,151.91 |
| 02                      | GRANTS                    |             |      |             | 6,244.79   |
| 10                      | SPIN CITY                 |             |      |             | 4,716.56   |
| 12                      | BOND & INTEREST           |             |      |             | 30,146.07  |
| 15                      | WATER & SEWER FUND        |             |      |             | 153,335.63 |
| 18                      | STORM WATER               |             |      |             | 34,418.86  |
| 19                      | ECONOMIC DEVELOPMENT      |             |      |             | 28.54      |
| 20                      | LIBRARY FUND              |             |      |             | 49,315.13  |
| 22                      | SPECIAL HIGHWAY FUND      |             |      |             | 35.67      |
| 23                      | SANITATION FUND           |             |      |             | 14,958.24  |
| 35                      | EMPLOYEE BENEFITS FUND    |             |      |             | 1,838.52   |
| 46                      | SUNDOWN SALUTE            |             |      |             | 475.00     |
| 47                      | DRUG & ALCOHOL ABUSE FUND |             |      |             | 1,480.36   |
| 50                      | SPECIAL LE TRUST FUND     |             |      |             | 4,150.34   |
| 54                      | LAW ENFORCEMENT TRAINING  |             |      |             | 525.00     |
| -----                   |                           |             |      |             |            |
| GRAND TOTAL:            |                           |             |      |             | 791,820.62 |
| -----                   |                           |             |      |             |            |

TOTAL PAGES: 30

**Backup material for agenda item:**

- b. Consideration of the City Commission Minutes for 10-15-2013 & 9-24-2013.

## **CITY COMMISSION MINUTES**

September 24, 2013

5:30p.m.

### **CALL TO ORDER**

The special meeting of the Junction City Commission was held on Tuesday, September 24, 2013 with Mayor Cecil Aska presiding.

The following members of the Commission were present: Cecil Aska, Pat Landes, Mick McCallister, Mike Ryan, and Jim Sands. Staff present was: Interim City Manager Beatty, and City Clerk Ficken.

### **NEW BUSINESS**

Discussion of personnel issues. Commissioner McCallister moved, seconded by Commissioner Sands to enter into executive session at 5:33 p.m. for 45 minutes to discuss personnel issues to include Marla Flentje and City Attorney Logan. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried. Commissioner Sands moved, seconded by Commissioner McCallister at 6:20 p.m. to adjourn from executive session where no decisions were made and no action was taken. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion Carried. Commissioner Sands moved, seconded by Commissioner Landes to enter into executive session at 6:21 p.m. for 10 minutes to discuss personnel issues to include Marla Flentje and City Attorney Logan. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried. Commissioner Landes moved, seconded by Commissioner Ryan at 6:32 p.m. to adjourn from executive session where no decisions were made and no action was taken. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion Carried

### **ADJOURNMENT**

Commissioner Landes moved, seconded by Commissioner Sands to adjourn at 6:33 p.m. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

APPROVED AND ACCEPTED THIS 5TH DAY OF NOVEMBER AS THE OFFICIAL COPY OF THE JUNCTION CITY COMMISSION MINUTES FOR SEPTEMBER 24, 2013.

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Tyler Ficken, City Clerk

Cecil Aska, Mayor

**CITY COMMISSION MINUTES**

October 15, 2013

7:00p.m.

**CALL TO ORDER**

The regular meeting of the Junction City Commission was held on Tuesday, October 15, 2013 with Mayor Cecil Aska presiding.

The following members of the Commission were present: Cecil Aska, Pat Landes, Mick McCallister, Mike Ryan, and Jim Sands. Staff present was: City Manager Smith, Assistant City Manager Beatty, City Attorney Logan, and City Clerk Ficken.

**PUBLIC COMMENT**

Jim Fawcett stated that an animal ordinance with teeth is long overdue but he stated that he is disappointed that there is not a grandfather clause to allow owners to keep their current pets. Of the four dogs he owns, three were rescued. Mr. Fawcett stated that his daughter owns a pet store that works to adopt most of the dogs out. He stated that pets are often left at this door or the door of the pet store. Mr. Fawcett stated that it is not right to be required to get rid of the excess animals over five immediately and provided for by the ordinance. Mr. Fawcett stated that he understands the intent of the limit but to have excess animals be executed is unacceptable. Mr. Fawcett stated that he also disagrees with the breed specific ban because the viciousness of an animal results from the owner and not the animal; he owns an American Staffordshire which he uses as an assistance animal.

Scott Johnson stated that the committee spent a year working on the ordinance. He stated that he understands the police department position in pit bulls; they have to enter homes with these animals. Mr. Johnson stated that there are animals that are not being taken care of in the community. Mr. Johnson stated that it is difficult to take care of numerous animals with the care needed. Mr. Johnson stated that his bird of prey animals are not included in the definition of fowl; he stated that these types of animals help youth appreciate the environment.

Kurt Douglas stated that he takes care of stray cats, and he has five dogs. He stated that these animals are like his children. He asked if the City is going to get a warrant to take the animals from his home.

Mrs. Mosley stated that she takes in abused dogs that often have parasites. She would like to know who is going to make the decision on which animals she will keep. She stated that there are good pet owners, and some people do not

deserve to have even one animal. She asked that the Commission grandfather the current pets; they are not harming anyone.

Linnea Alt stated that she was present for many of the meetings though she was not invited. She stated that she received a final version of the ordinance on Friday. She stated that the requirement to provide medical information when using an assistance animal is not legal and should be removed. She stated that limiting tether in to 15 minutes is a very limited amount of time for pet owners; for years there has been no limit on tethering. She stated that the City has had very few cases of animal hoarders, and most citizens know their limits.

Emily Fawcett asked for people to come to her home and see how well she takes care of her animals. When she has been inspected, she was complimented by the inspector by how clean she keeps her home. She stated that every animal should be able to pass away in a peaceful way.

Mr. Stewart stated that a \$5 registration and a \$50 fine is steep for a first offense of the animal code. Mr. Smith stated that the City Manager selection process was not open to the public. He stated that Mr. Smith's interview in Kalamazoo was completely open to the public whereas here, the public was shut out. He stated that the citizens need an explanation for this.

Todd Fausnett stated that he purchased 440 W. 7<sup>th</sup>, and it is up for condemnation. Staff informed Mr. Fausnett that he would have an opportunity to provide a progress report on the property.

Mrs. Sanders stated that the City currently has ordinances regulating the accumulation of animal waste, nuisances, and humane treatment of animals. She inquired why then is it necessary to limit the number of animals.

## **CONSENT AGENDA**

Consideration of Appropriation Ordinance A-20 dated September 24, 2013 to October 8, 2013 in the amount of \$872,732.53. Commissioner McCallister moved, seconded by Commissioner Ryan to approve the consent agenda as presented. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

Consideration of City Commission Minutes for 10-1-2013 & 10-3-2013. Commissioner McCallister moved, seconded by Commissioner Ryan to approve the consent agenda as presented. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

Consideration of 2013 Bulletproof Vest Partnership grant award. Commissioner McCallister moved, seconded by Commissioner Ryan to approve the consent

agenda as presented. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

Consideration of a letter supporting transportation (KDOT) funding for the Geary County Senior Citizen's Center. Commissioner McCallister moved, seconded by Commissioner Ryan to approve the consent agenda as presented. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

## **SPECIAL PRESENTATIONS**

Mayor Aska to present Breast Cancer Awareness proclamation. Mayor Aska presented the proclamation.

## **NEW BUSINESS**

Consideration of 2013 Homeland Security Northeast Region Grant award. Commissioner McCallister asked how often the device will be used in the region. Chief Brown stated that it is difficult to provide an accurate number but staff use would be dependent upon the training of cooperating departments. Chief Brown stated that the tactical vehicle has been used by Manhattan staff, and the cost was fuel, but reimbursements are often offered by other departments. Commissioner Landes moved, seconded by Commissioner Ryan to approve the Homeland Security Northeast Region Grant Award. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

Consideration of Ordinance G-1134, the new code for Animal Control in Junction City, Chapter 215 of City Code. Assistant City Manager Beatty stated that they committee created to revise the Animal Control code has spent 1 year and 4 months on the revisions. Two items of contention remain to be the limit of five (5) dogs, cats, etc., and the issue of the pit bull ban. The change to the limit of five was increase from the proposed number four. Assistant City Manager Beatty stated that owners could apply for kennel licenses for additional animals which would allow additional access for the animal control officer. City Attorney Logan stated that the kennel license would not fit the definition of an owner since the code outlines the acceptance of payments for boarding of animals. Assistant City Manager Beatty stated that ultimately it important to set up a zoning process where neighbors can have a say in the types of animal operations in their neighborhoods. Commissioner McCallister thanked all of the people who take care of abused animals, but the target should be irresponsible breeders that add to the population problem. Commissioner Landes stated that the ADA language needs to be addressed, an ultimately the purpose of this discussion is to encourage better pet ownership, but he community must come to terms with tough questions. Commissioner Sands stated that he is upset that there are abused dogs in town, and they are not being taken care of. Commissioner Aska stated that the tethering issue needs to be addressed. Commissioner Ryan

stated that in his childhood he recalls children tormenting dogs that were tied up. Interim City Manager Beatty stated that the committee came to the 15 minutes rule since the animal control officer would have that amount of time to assess violation situations. The Commission provided guidance on tethering, the number of animals, and the pit bull ban for future consideration. Commissioner Sands moved, seconded by Commissioner McCallister to table the item. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

### **COMMISSIONER COMMENTS**

Commissioner McCallister thanked the community for their passion on this issue, and he thanked those who worked on the committee to provide the recommended changes.

Commissioner Landes echoed McCallister comments, and stated that he understands that these are difficult issues. He emphasized that the meetings discussing the changes to the animal code were open. Ultimately the purpose of all of this is to make the lives of animals in the community better. Commissioner Landes stated that the reason for not having an open interview process is to allow for the Commission and candidates to be as candid as possible during the interview process.

Commissioner Sands stated that he attended the League of Kansas Municipalities meeting over the weekend with two staff members, and it was a good event. Commissioner Sands stated that the It's About Me Breast Cancer Awareness event was well attended. Another event will be held at the skate park. Commissioner Sands stated that the United Way and Catholic Charities is providing a financial assistance program that will help people get out from under the trap of payday loans; please contact the United Way for assistance.

Commissioner Ryan stated that he expected a contentious meeting and he is going to work to get this right.

Mayor Aska stated that regarding the animal ordinance he is going to move forward with doing the right and fair thing. Regarding hiring of the City Manager, every City, and every board has a process; the Commission was elected with the responsibility to select a City Manager and that decision was made in the best interest of the community.

### **STAFF COMMENTS**

Assistant City Manager Beatty stated that the AUSA packets will be available tomorrow.

City Manager Smith thanked the Commission for the opportunity to serve and work toward finding a new normal. His interest is working from government as

usual to community engagement. He looks forward to being active in the community. Mayor Aska added that a banquet welcoming Mr. Smith to the community is being planned.

### **ADJOURNMENT**

Commissioner Sands moved, seconded by Commissioner Landes to adjourn at 8:47 p.m. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

APPROVED AND ACCEPTED THIS 5TH DAY OF NOVEMBER AS THE OFFICIAL COPY OF THE JUNCTION CITY COMMISSION MINUTES FOR OCTOBER 15, 2013.

---

Tyler Ficken, City Clerk

Cecil Aska, Mayor

**Backup material for agenda item:**

- c. Consideration of ambulance contractual obligation adjustments and bad debt adjustments (September 2013).

# City of Junction City

## City Commission

### Agenda Memo

October 10, 2013

**From:** Kelly Heindel, Office Manager  
**To:** City Commission and City Manager  
**Subject:** **September 2013 Ambulance Adjustments**

---

**Objective:** Approval of ambulance contractual obligation adjustments and bad debt adjustments.

**Explanation of Issue:** Contractual obligations are required write-off adjustments by contractual insurance providers such as Medicare, Medicaid, Blue Cross, etc. Bad debt adjustments are accounts in which we have exhausted billing efforts to collect. After the bad debt adjustments, these accounts are forwarded to a collection agency and the Kansas Setoff Program.

**Budget Impact:**

|                                   |              |
|-----------------------------------|--------------|
| Contractual Obligation Adjustment | \$ 23,049.25 |
| Bad Debt Adjustment               | \$ 15,849.73 |

**Alternatives:** It appears that the City Commission has the following alternatives concerning the issues at hand. The Commission may:

1. Approve ambulance contractual obligation and bad debt adjustments in the amounts listed.
2. Disapprove ambulance contractual obligation and bad debt adjustments in the amounts listed.
3. Modify the proposal...
4. Table the request.

**Recommendation:** Staff recommends approval of adjustments as listed

**Enclosures:**

**Backup material for agenda item:**

- d. Consideration of Payroll #20 and #21 for the Month of October 2013.



## City of Junction City - City Commission Agenda Memo

November 5, 2013

**From:** Michelle Seibel, Director of Human Resources  
**To:** Mayor & Commissioners  
**Subject:** Payroll 20 and 21

---

**Objective:** The consideration and approval of Payroll #20 and #21 for the month of October

**Explanation of Issue:** The payrolls for October 2013 were calculated as the attachment outlines.

**Alternatives:** It appears that the City Commission has the following alternatives concerning the issues at hand

Approve, disapprove or table the Payroll #20 and #21 request

**Recommendation:** City staff recommends that the City Commission approve the October 2013 Payroll.

**Enclosures:**

1. Calculation of Employer Expenses for payroll #20 and #21
2. General Ledger Totals

## Employer Paid Wages & Benefits

|                          | Payroll #20                     | Payroll #21   |
|--------------------------|---------------------------------|---------------|
|                          | <b>Retirement Contributions</b> |               |
| KPERS Tier 1             | \$ 6,177.17                     | \$ 4,841.79   |
| KPERS Tier 2             | \$ 5,804.32                     | \$ 5,773.46   |
| KP&F                     | \$ 31,264.81                    | \$ 30,570.28  |
| KPERS Retiree            | \$ 114.96                       | \$ 184.63     |
|                          | <b>Taxes</b>                    |               |
| Social Security          | \$ 8,867.56                     | \$ 7,960.95   |
| Medicare                 | \$ 4,387.35                     | \$ 4,159.25   |
|                          | <b>Benefits</b>                 |               |
| Delta Dental             | \$ 2,528.86                     | \$ 2,528.86   |
| Preferred Health Systems | \$ 21,096.72                    | \$ 21,096.72  |
| Benefits Direct          | \$ 1,681.50                     | \$ 1,681.50   |
|                          | <b>Wages Payable</b>            |               |
| Employee Salary          | \$ 327,481.04                   | \$ 311,960.87 |

DEPT: ALL

PAYROLL NO#: 01

PR 20

## G E N E R A L L E D G E R T O T A L S

| FUND              | ACCOUNT      | REF   | ACCT NAME                   | *** DEBITS *** |            | *** CREDITS *** |              |
|-------------------|--------------|-------|-----------------------------|----------------|------------|-----------------|--------------|
|                   |              |       |                             | HOURS          | AMOUNT     | HOURS           | AMOUNT       |
| 47                | 5-47-00-0520 | PYEXP | REGULAR TIME SALARY & WAGES | 80.00          | 2,140.80   |                 |              |
| 47                | 2-00-00-0256 | 02    | KPFR PAYABLE                |                |            |                 | 153.06       |
| 47                | 2-00-00-0260 | 10    | JCPOA UNION DUES PAYABLE    |                |            |                 | 19.21        |
| 47                | 2-00-00-0250 | FEDWH | F.I.T PAYABLE               |                |            |                 | 315.98       |
| 47                | 2-00-00-0257 | PH E  | EMP MEDICAL INS PAYABLE     |                |            |                 | 40.73        |
| 47                | 2-00-00-0251 | MEDIC | FICA PAYABLE                |                |            |                 | 30.46        |
| 47                | 2-00-00-0252 | STWH  | SIT PAYABLE                 |                |            |                 | 91.74        |
|                   |              |       | FUND TOTAL                  |                | 1,489.62   |                 |              |
| -----             |              |       |                             |                |            |                 |              |
| 50                | 5-00-00-0520 | PYEXP | REGULAR TIME SALARY & WAGES | 40.00          | 557.20     |                 |              |
| 50                | 2-00-00-0255 | 01    | KPERS PAYABLE               |                |            |                 | 22.29        |
| 50                | 2-00-00-2377 | 13    | CENTRAL STATES              |                |            |                 | 8.34         |
| 50                | 2-00-00-0267 | DDFAM | DENTAL PAYABLE              |                |            |                 | 5.33         |
| 50                | 2-00-00-0261 | 50    | AETNA DEFERRED COMP PAY     |                |            |                 | 25.00        |
| 50                | 2-00-00-0250 | FEDWH | FEDERAL WITHHOLDING         |                |            |                 | 33.83        |
| 50                | 2-00-00-0251 | FICA  | FICA                        |                |            |                 | 32.39        |
| 50                | 2-00-00-0257 | PH E  | EMP MEDICAL INS PAYABLE     |                |            |                 | 21.20        |
| 50                | 2-00-00-0251 | MEDIC | FICA                        |                |            |                 | 7.58         |
| 50                | 2-00-00-0252 | STWH  | STATE WITHHOLDING           |                |            |                 | 11.82        |
|                   |              |       | FUND TOTAL                  |                | 389.42     |                 |              |
| -----             |              |       |                             |                |            |                 |              |
| 99                | 2-00-00-0298 | WPAYB | WAGES PAYABLE               |                |            |                 | 214,528.82   |
|                   |              |       | FUND TOTAL                  |                |            |                 | 214,528.82CR |
| -----             |              |       |                             |                |            |                 |              |
| -----             |              |       |                             |                |            |                 |              |
| G / L T O T A L S |              |       |                             | 27,826.50      | 327,481.04 | 0.00            | 327,481.04   |

DEPT: ALL

PAYROLL NO#: 01

## G E N E R A L L E D G E R T O T A L S

| FUND              | ACCOUNT      | REF   | ACCT NAME                   | *** DEBITS *** |            | *** CREDITS *** |              |
|-------------------|--------------|-------|-----------------------------|----------------|------------|-----------------|--------------|
|                   |              |       |                             | HOURS          | AMOUNT     | HOURS           | AMOUNT       |
| 47                | 2-00-00-0252 | STWH  | SIT PAYABLE                 |                |            |                 | 93.83        |
|                   |              |       | FUND TOTAL                  |                | 1,528.98   |                 |              |
| -----             |              |       |                             |                |            |                 |              |
| 50                | 5-00-00-0520 | PYEXP | REGULAR TIME SALARY & WAGES | 40.00          | 557.20     |                 |              |
| 50                | 2-00-00-0255 | 01    | KPERS PAYABLE               |                |            |                 | 22.29        |
| 50                | 2-00-00-2377 | 13    | CENTRAL STATES              |                |            |                 | 8.34         |
| 50                | 2-00-00-0267 | DDFAM | DENTAL PAYABLE              |                |            |                 | 5.33         |
| 50                | 2-00-00-0261 | 50    | AETNA DEFERRED COMP PAY     |                |            |                 | 25.00        |
| 50                | 2-00-00-0250 | FEDWH | FEDERAL WITHHOLDING         |                |            |                 | 33.83        |
| 50                | 2-00-00-0251 | FICA  | FICA                        |                |            |                 | 32.39        |
| 50                | 2-00-00-0257 | PH E  | EMP MEDICAL INS PAYABLE     |                |            |                 | 21.20        |
| 50                | 2-00-00-0251 | MEDIC | FICA                        |                |            |                 | 7.58         |
| 50                | 2-00-00-0252 | STWH  | STATE WITHHOLDING           |                |            |                 | 11.82        |
|                   |              |       | FUND TOTAL                  |                | 389.42     |                 |              |
| -----             |              |       |                             |                |            |                 |              |
| 99                | 2-00-00-0298 | WPAYB | WAGES PAYABLE               |                |            |                 | 213,454.73   |
|                   |              |       | FUND TOTAL                  |                |            |                 | 213,454.73CR |
| -----             |              |       |                             |                |            |                 |              |
| G / L T O T A L S |              |       |                             | 27,971.48      | 311,721.20 | 0.00            | 311,721.20   |

## \*\*\* REGISTER TOTALS \*\*\*

|                                |   |        |
|--------------------------------|---|--------|
| REGULAR CHECKS:                |   |        |
| DIRECT DEPOSIT REGULAR CHECKS: | 2 | 239.67 |
| MANUAL CHECKS:                 |   |        |
| PRINTED MANUAL CHECKS:         |   |        |
| DIRECT DEPOSIT MANUAL CHECKS:  |   |        |
| VOIDED CHECKS:                 |   |        |
| NON CHECKS:                    |   |        |
| -----                          |   |        |
| TOTAL CHECKS:                  | 2 | 239.67 |

\*\*\* NO ERRORS FOUND \*\*\*

\*\* END OF REPORT \*\*

**Backup material for agenda item:**

- e. Consideration of Award of Bid to Dick Edwards Auto in the amount of \$34,751.00 for the purchase of a One Ton Dump Truck

**City of Junction City**  
**City Commission**  
**Agenda Memo**

5 November, 2013

**From:** Edward Lazear, Parks & Recreation Director  
**To:** City Commissioners and Gerald Smith, City Manager  
**Subject:** Award of Bid – One Ton Dump Truck

---

**Objective:** Consideration of Award of Bid to Dick Edwards Auto in the amount of \$34,751.00 for the purchase of a One Ton Dump Truck.

**Explanation of Issue:** The City budgeted within the 2013 Parks Maintenance fund the purchase of a One Ton Dump Truck to replace the 1992 Dump Truck currently utilized by Parks Maintenance Staff.

The City advertised requests for bids in the Daily Union, City Web Site and direct solicited fifteen dealers within a 50 mile radius of Junction City. Five bids were received from area vendors. Dick Edwards Auto in the amount of \$34,751.00 for a Ford F350, Shawnee Mission Ford in the amount of \$35,737.00 for a Ford F350, Briggs Buick GMC in the amount of \$38,196.00 for a GMC 3500, Jim Clark Auto Center in the amount of \$39,791.30 for a Chevrolet Silverado 3500 and Marshall Motor Company in the amount of \$43,331.00 for a Dodge Ram 3500. Should the Commission approve the award of bid, this unit would be delivered in January 2014.

The 1992 dump truck this unit will be replacing is in very poor condition and has very little resale value. This unit will be transferred to the Public Works Department to be cannibalized for repairs to a dump truck currently in the Street Department that would be used for pot hole patching.

**Budget Impact:** This item is budgeted within the 2013 Parks Maintenance operating budget as a capital purchase.

**Alternatives:**

1. Approve, Disapprove, Modify, or Postpone.

**Recommendation:** Staff recommends the approval of Award of Bid to Dick Edwards Auto in the amount of \$34,751.00 and to transfer a 1992 Chevrolet Dump Truck to the Public Works Department.

**Special Consideration:** Parks and Recreation staff has received no comments from the public on this item.

**Suggested Motion:**

Commissioner \_\_\_\_\_ moves to approve the award of bid to Dick Edwards Auto in the amount of \$34,751.00 for the purchase of a One Ton Dump Truck

**Enclosures:** Bid tabulation



**Bid:** **4x4 One Ton Dump Truck****Date:** **October 23rd 2013****Time:** **1:15 PM****Department:** **Parks**

| No. | Direct Solicited | Bidder                     | Local Vendor Preference | Bid Bond | Performance and Material Bond | Addendum | Signed Bid | Bid Amount  | *Bid Rank |
|-----|------------------|----------------------------|-------------------------|----------|-------------------------------|----------|------------|-------------|-----------|
| 1   | Yes              | Dick Edwards Auto          |                         |          |                               |          |            | \$34,751.00 | 1         |
| 2   | Yes              | Long McArthur Ford         |                         |          |                               |          |            |             |           |
| 3   | Yes              | Hanson Ford                |                         |          |                               |          |            |             |           |
| 4   | Yes              | Briggs Buick GMC           |                         |          |                               |          |            | \$38,196.00 | 3         |
| 5   | Yes              | Bennett Auto               |                         |          |                               |          |            |             |           |
| 6   | Yes              | Jim Clark Auto Center      |                         |          |                               |          |            | \$39,791.30 | 4         |
| 7   | Yes              | Jon Murdock Chevrolet      |                         |          |                               |          |            |             |           |
| 8   | Yes              | Holm Automotive Center     |                         |          |                               |          |            |             |           |
| 9   | Yes              | Brown Chevrolet Buick      |                         |          |                               |          |            |             |           |
| 10  | Yes              | Conklin Cars Salina        |                         |          |                               |          |            |             |           |
| 11  | Yes              | Bolton Chrysler Jeep Dodge |                         |          |                               |          |            |             |           |
| 12  | Yes              | Green Team of Clay Center  |                         |          |                               |          |            |             |           |
| 13  | Yes              | Marshall Motor Company     |                         |          |                               |          |            | \$43,331.00 | 5         |
| 14  | No               | Shawnee Mission Ford       |                         |          |                               |          |            | \$35,737.00 | 2         |
|     |                  |                            |                         |          |                               |          |            |             |           |

**\*As Read Only**

**Backup material for agenda item:**

- a. Consideration to grant an easement to Kansas Gas Inc. to install a cathodic protection system within a City easement at 6th & Franklin Street.

# **City of Junction City City Commission Agenda Memo**

**Meeting Date:** February 19, 2013 Meeting

**From:** Cheryl S. Beatty, Finance Director/Assistant Manager

**To:** City Commissioners and Gerald Smith, City Manager

**Subject:** Easement for Cathodic Protection System to Kansas Gas Inc.

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**Objective:** Consideration to grant an easement to Kansas Gas Inc. to install a cathodic protection system within a city easement at 6<sup>th</sup> & Franklin Street.

**Explanation of Issue:** Kansas Gas Inc. is requesting an easement in Lots 1-10, Block 40, Junction City Original Townsite. This is within a city easement on the southeast corner of 6<sup>th</sup> and Franklin (in front of Auto Zone). The easement is for installing a cathodic protection on a gas line. The Sixth Street easement is property owned by the City as result of KDOT project. The land can not be built on or resold. The cathodic protection is all underground except for two vents that will be less than 6" in height. Attached is a copy of the easement agreement, an aerial view of the lots depicting the area to be utilized, and a design sketch. A representative from Kansas Gas will be available at our meeting to answer any questions regarding the cathodic protection system and the easement request.

**Budget Impact:** No budget impact.

**Alternatives:** It appears that the City Commission may approve, disapprove, modify, or table this request for an easement for the installation of a cathodic protection system within a city easement.

**Recommendation:** Staff recommends the approval of the easement.

**Suggested Motion:** Commissioner \_\_\_\_\_ moves to approve the easement as proposed to Kansas Gas Inc. Commissioner \_\_\_\_\_ seconded the motion.

**Enclosure:** Easement Agreement, aerial map and design sketch.



## KANSAS GAS SERVICE

A DIVISION OF ONEOK

October 7, 2013

Cheryl Beatty, Finance Director  
City of Junction City  
P.O. Box 287  
Junction City, Kansas 66441

Re: Kansas Gas Service easement for Cathodic Protection System, East 6<sup>th</sup> & North Franklin Lots 1-10, Block 40, Junction City Property, Junction City, Kansas,

Dear Ms. Beatty:

Kansas Gas Service (KGS), a Kansas public utility, request the right of way and easement to install, operate and maintain a cathodic protection system (CPS) located in the above referenced Lots owned by City of Junction.

For your review I enclose an Easement for Cathodic Protection System along with an accompanying Acknowledgment, a preliminary Exhibit A and Geary County aerial identifying the approximate boundary of said CPS within Lots 1-10, and documents supporting the City of Junction City acquisition of Lots 1-10, Block 40 via condemnation Case No. 9996.

Following your review please forward KGS proposal to the City of Junction City Commissioners for their approval and execution by Cecil Aska as Mayor, and Tyler Ficken as City Clerk. Upon the execution of said Easement please have a notary public complete the Acknowledgment form, and place the executed Easement and completed Acknowledgment in the return envelope provided and mail to me.

Upon the CPS installation, Kansas Gas Service shall hire a surveyor and prepare a "post construction" Exhibit A identifying and describing the boundary of said CPS within Lot 40.

I appreciate your attention to this matter. If you have questions feel free to contact me in Topeka at (785) 271-3044 or email [jgrogers@kgas.com](mailto:jgrogers@kgas.com).

Sincerely,

Jeff G. Rogers, Contract Agent  
Real Estate Services  
Kansas Gas Service

### EASEMENT FOR CATHODIC PROTECTION SYSTEM

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned Grantor(s), hereinafter referred to as Grantor, does hereby grant, convey and warrant unto ONEOK, Inc., an Oklahoma corporation d/b/a Kansas Gas Service (Grantee), its successors, assigns and lessees, the right and easement to construct, reconstruct, install, renew, operate and maintain under varying conditions of operation, inspect, alter, repair, and remove a cathodic protection system consisting of a ground bed and cables, together with the necessary appurtenances. Said cathodic protection system shall be located in, under, upon, across, over and through certain lands owned by the Grantor situated in Geary County, State of Kansas, and specifically described as follows:

A strip of land twenty-five (25) feet wide located in Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, Block 40, Junction City Proper, Junction City, Geary County, Kansas, boundary of said strip described as follows:

(as built metes and bounds description of the location of said strip of land for a cathodic protection system to be inserted upon completion of post-construction survey by grantee. Approximate pre-construction location of said twenty-five (25) feet wide strip for a cathodic protection system is identified within preliminary Exhibit A attached hereto,

together with the right of ingress to and egress from the above described land and contiguous land owned by Grantor. In exercising its right of access, Grantee shall, whenever practicable, use existing roads or lanes. Grantee shall repair any physical damage to property of Grantor, or pay any substantial damages on account of physical injury to property of Grantor by the exercising of rights hereunder; said damages, if not mutually agreed upon, shall be ascertained by three disinterested persons, one of whom shall be selected by each, Grantor and Grantee, their heirs or successors, assigns or lessees, and the third by the two so selected. The damages determined by such persons, or a majority of them, shall be conclusive as to the facts.

Grantee shall have the right to trim or clear and keep clear such brush, trees, shrubbery, roots, buildings and other obstructions which, in Grantee's judgment, may interfere with the safe, proper and expeditious laying, installation, construction, maintenance, alteration, inspection, repair, replacement, relocation, operation and removal of said cathodic protection system or any part thereof.

Grantor hereby covenants and agrees that no buildings, structures, engineering works or other obstructions will be created, built, erected, constructed or maintained on, over or within the above described tract, and after said cathodic protection system is in place, Grantor shall not change the topography of the terrain over the cathodic protection system without the prior approval and written consent of the Grantee.

The Grantor, or Grantor's heirs, successors, assigns and lessees, may use and enjoy the above described land, provided such use does not, in the judgment of Grantee, interfere with the uses and purposes herein granted to Grantee.

This grant shall be binding upon the heirs, successors and assigns of the undersigned.

WITNESS the hand of the Grantor(s) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**THE CITY OF JUNCTION CITY, KANSAS**

By \_\_\_\_\_ By \_\_\_\_\_  
Cecil Aska, Mayor Tyler Ficken, City Clerk

STATE OF Kansas )  
) SS: **MUNICIPAL ACKNOWLEDGMENT**  
COUNTY OF Geary )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, a Notary Public in and for said County and State aforesaid, personally appeared Cecil Aska and Tyler Ficken, to me personally known, being by me duly sworn, did say that the said Cecil Aska is the Mayor, and said Tyler Ficken is the City Clerk of the City of Junction City, Kansas the municipality that executed the foregoing instrument, and that said instrument was signed, sealed and delivered in the name and on behalf of said Municipality by authority of its Council and they acknowledge said instrument to be the free and voluntary act and deed of said corporation.

WITNESS my hand and seal the day and year last above written.

\_\_\_\_\_  
Notary Public

My Appointment Expires:  
\_\_\_\_\_

Welcome to Geary County, Kansas!

Welcome | Ready-to-Print Maps | Parcel Mapping | Parcel Search | Tax Search

Search for...

Results

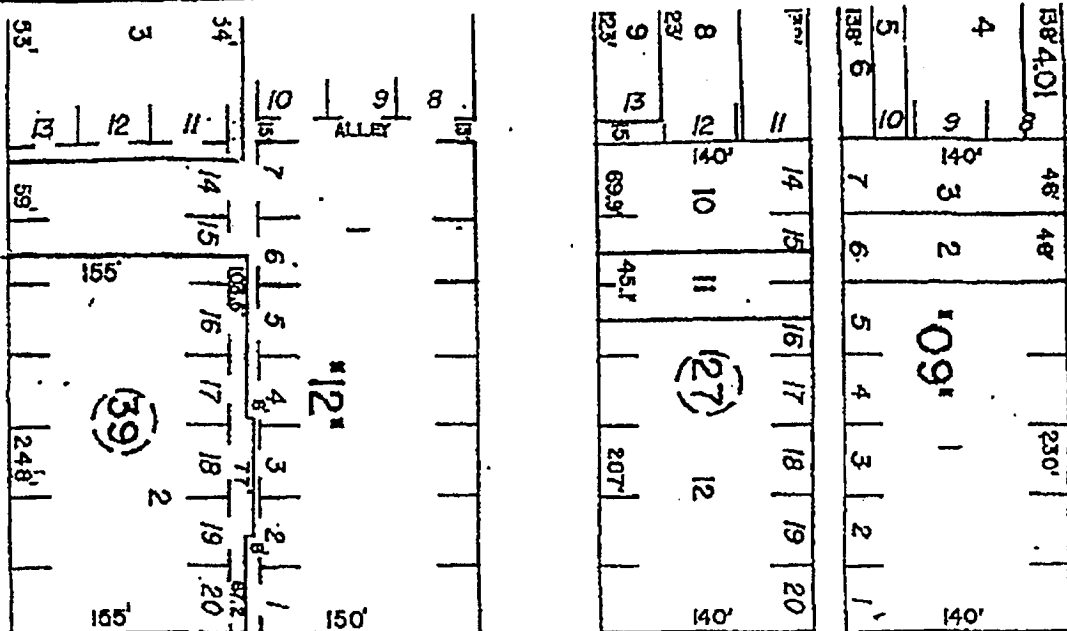
Map Contents

- ☒ LgisGearyk
- ☐ Motel
- ☐ Scho
- ☐ State
- ☐ Anno
- ☒ High
- ☒ Road
- ☒ Propri
- ☒ Lot L
- ☒ Subd
- ☒ Secti
- ☒ Coun
- ☒ Fort
- ☒ City I
- ☒ Water
- ☒ Aeria

Parcel Lookup >

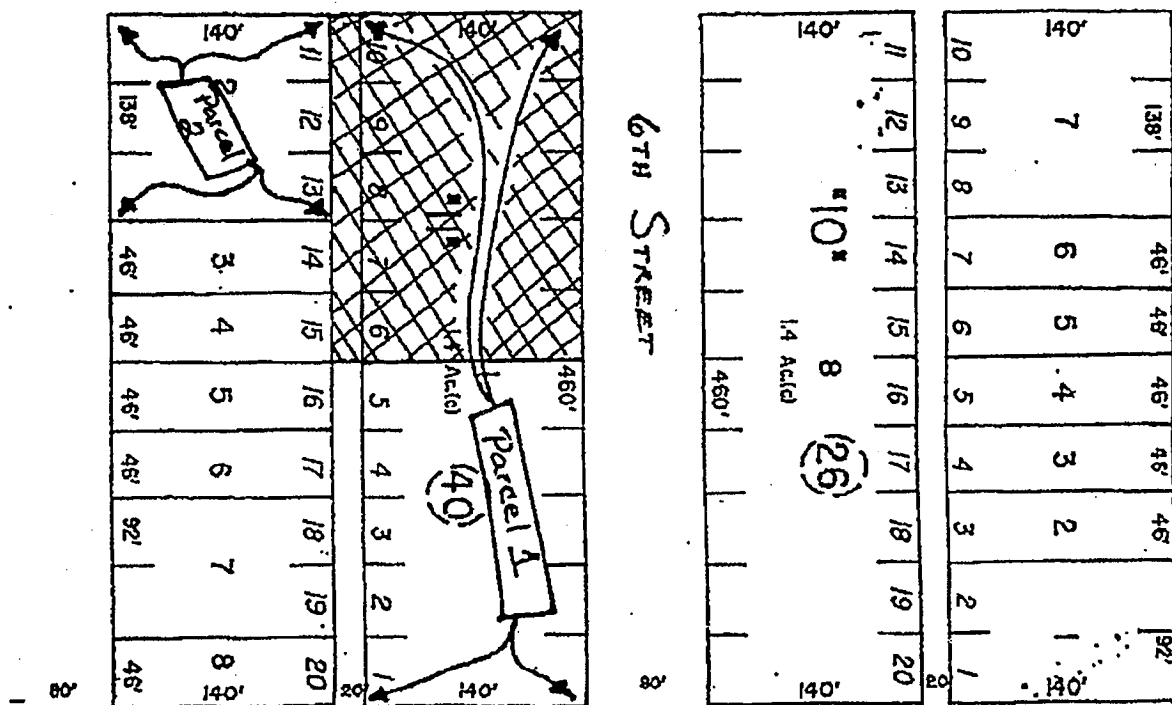


KANSAS GAS SERVICE proposed cathodic protection system ground bed  
Lots 1-10, Block 40, Junction City Proper, Junction City, Ks.



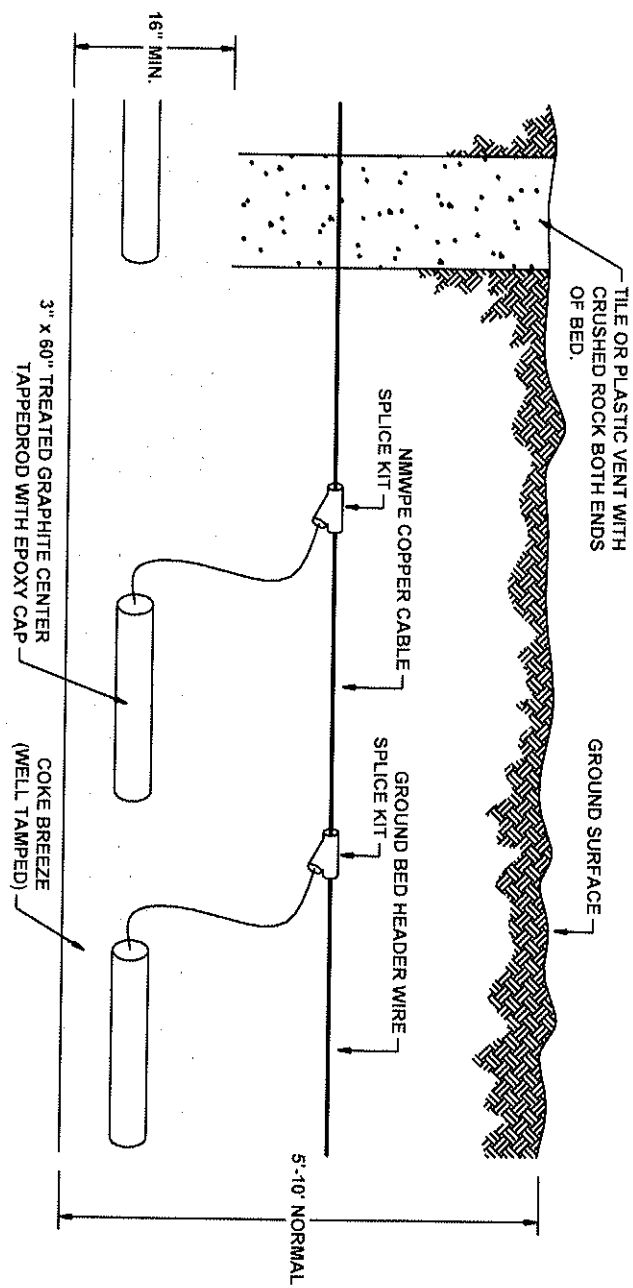
N

FRANKLIN ST.



The Access Easement Area is shown above as cross-hatched

Exhibit "A"



**Backup material for agenda item:**

- b. Consideration of a 90 day extension for 440 7th Street Condemnation - Resolution 2737.

# City of Junction City City Commission Agenda Memo

November 5, 2013

**From:** Mark Karmann, Code Administrator  
**To:** City Commission and Gerald Smith, City Manager  
**Subject:** **Consideration of a 90 day extension for condemnation of 440 W 7<sup>th</sup> St and Approval of Resolution 2737**

---

**Objective:** Consideration of a 90 day extension for condemnation of property at 440 W 7<sup>th</sup> St and approval of Resolution 2737.

**Explanation of Issue:** The City Commission on July 2, 2013 approved a 120 days for the condemnation of the property on 440 W 7<sup>th</sup> St, based on a public hearing, findings of facts per the City's Code Administrator. Since this time, and after the second City Commission meeting in October, the subject property changed ownership. The 120 days, in which the City Commission granted for the original owner, expired on November 4, 2013.

The new property owner Roy Fausnett, has since pulled all necessary permits, removed truckloads of debris from the property, completed the needed electrical work, started installation of a new roof, scheduled for the front porch realignment and other minor repairs (repainting, blight item clean-ups, etc.). Based on the actions to date, City staff is requesting a 90 day extension, which would end on February 3, 2014, to the original condemnation date. This extension would allow the new owner time to complete all need repairs to the property and avoid demolition of the structure by the City.

A revised resolution is enclosed which reflects this 90 days extension request.

**Budget Impact:** The repairs and clean-up are completed no further by the City would be necessary. If after 90 days the structure is still in disrepair, it could cost up \$10,000.00 to demolish and clean up this structure. The project will be funded through Demolition Removal in the General Fund. \$15,000.00 was budgeted for 2013. Costs will be billed to the property owner and any costs will reimburse by to this this account.

**Alternatives:** The Commission may approve, deny, or postpone this item.

**Recommendation:** Staff recommends approval of Resolution 2737, giving the property owners a 90 day extension, which is until February 3, 2014, to repair or remove the structure at 440 W 7<sup>th</sup> St.

**Suggested Motion:** Commissioner \_\_\_\_\_ moves to approve Resolution 2737 to give the property owners an extension of 90 days, until February 3, 2014, to repair or remove the structure at 440 W 7<sup>th</sup> St.

Commissioner \_\_\_\_\_ seconded the motion.

**Enclosures:** Resolution 2737, Exhibit

**RESOLUTION NO. 2737**

A RESOLUTION PURSUANT TO SECTION 560.050 OF THE CODE OF THE CITY OF JUNCTION CITY, KANSAS, FINDING A STRUCTURE TO BE UNSAFE AND DANGEROUS AND DIRECTING REPAIR OR REMOVAL OF THE DANGEROUS STRUCTURE.

WHEREAS, under the provision of Section 560.040 of the Code of the City of Junction City, Kansas, the Enforcing Officer of the City of Junction City, Kansas, has filed with the Governing Body of the City a statement in writing stating that a building commonly known as 440 W 7<sup>th</sup> St, Junction City, Kansas, and legally described as:

See Exhibit A

is unsafe and/or dangerous, and

WHEREAS, the City has caused a search to be made of the records affecting the title to the real estate in the office of the Geary County Register of Deeds and has found that the owners and lienholders of record to the above described property are as follows:

None

WHEREAS, the agents, if any, and occupants, if any, of the above described property are as follows:

None

WHEREAS, the Governing Body did by Resolution 2721 designate July 2, 2013 at 7:00 p.m., in the City Commission Room of the Junction City Municipal Building, 700 North Jefferson, Junction City, Kansas, as the time and place in which the owners, their agents, any lienholders of record and any occupants of the building or structure could appear and show cause why the building or structure should not be condemned and ordered repaired or demolished, and

WHEREAS, Resolution 2721 was published on May 25, 2013 in the Junction City Daily Union, which is the official city newspaper, and

WHEREAS, a copy of Resolution 2721 was mailed by certified mail to each owner, agent, lienholder and occupant at his/her or its last known place of residence on May 23, 2013 which was within three (3) days after publication of said resolution, and,

WHEREAS, pursuant to Section 560.050 of the Code of the City of Junction City, Kansas, on July 2, 2013, the Governing Body of the City of Junction City held a public hearing pursuant to Resolution 2721. The Enforcing Officer, or his designated representative, Mark Karmann, appeared in person. Joe Smith appeared for the owner. Thereupon, the Enforcing Officer, or designated representative, Mark Karmann, presented evidence. Joe Smith presented evidence for the owner.

WHEREAS, the City was advised that the ownership of the subject property has recently progressed in a change of ownership, to Mr. Roy Fausnett, and various permits, items of work, debris removals have been undertaken and completed.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS:

1. The Governing Body finds that the Enforcing Officer and City Clerk have duly complied with all the legal requirements in regard notice and hereby approves and finds legally sufficient the legal publication and mailed notices required by Section 560.040 of the Code of the City of Junction City, Kansas.

2. The Governing Body finds that the building located on 440 W 7<sup>th</sup> St, is an unsafe and/or dangerous structure as defined in Section 560.020 of the Code of the City of Junction City, Kansas.

3. The Governing Body hereby orders that the owner be given until February 3, 2014 to either repair the structure in accordance with applicable City Building Codes or to diligently prosecute or complete the removal of the structure on the above-described real estate. The Governing Body further orders that if said owner fails to commence the repair or remove of such structure within the time stated or fails to diligently prosecute the same until the work is completed, then in that event the Enforcing Officer is hereby authorized and directed to cause the structure to be repaired or razed and removed without further notice. The Enforcing Officer may invite bids for the removal of such building, negotiate the contract for its removal or cause the structure to be removed by city employees and personnel. In any event, the Enforcing Officer shall keep an account of the cost of such work and may sell the salvage from such structure and apply the proceeds or any necessary portion thereof to pay for the cost of removing said structure and for the cost of making the premises safe and secure and in full compliance with the provisions of Chapter 560 of the Code of the City of Junction City, Kansas. The Enforcing Officer shall follow the procedure in regard to this matter as set out in Chapter 560 of the Code of the City of Junction City, Kansas.

4. The City Clerk shall cause this Resolution to be published once in the official city newspaper and to be mailed by certified mail within three (3) days after its publication to each owner, agent, lienholder and occupant at his/her or its last know place of residence and shall be marked "deliver to addressee only."

PASSED AND ADOPTED THIS 5<sup>TH</sup> DAY OF NOVEMBER, 2013.

---

Cecil Aska, Mayor

ATTEST:

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Tyler Ficken, City Clerk  
(SEAL)

## Exhibit A

All of Lot 1, the West  $\frac{1}{4}$  of Lot 2, and that portion of Lot 2 described as follows, to wit: Beginning on the North line of Lot 2, at a point  $\frac{1}{4}$  of the distance East from the Northwest Corner thereof toward the Northeast Corner thereof; thence East on said North line 16 Feet; thence South parallel with the West line of said Lot 51 and  $\frac{1}{2}$  Feet; thence West 16 Feet then North 51 and  $\frac{1}{2}$  Feet to the point of beginning, all in Block 18, of the Original City of Junction City.

**Backup material for agenda item:**

- c. Consideration of the renewal of International Association of Firefighters Local #3309 Agreement with union employees in the fire department.

# City of Junction City

## City Commission - Agenda Memo

November 5, 2013 Meeting

From: Cheryl S. Beatty, Finance Director  
To: City Commissioners  
Subject: **IAFF Contract Agreement (December 23, 2013 – 2016)**

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**Objective:** Approve the renewal of International Association of Firefighters Local #3309 Agreement with union employees in the fire department.

**Explanation of Issue:** The City entered into interest based bargaining with the IAFF earlier this year and met during a series of meeting to discuss any possible changes in the union agreement. The attached agreement reflects the changes made for a 3-year agreement. The following is a summary of the changes.

### Salary Information

- Step pay increases over the next 3 years for staff. See Appendix A.
  - 2014 - 3%, 2015 – 3%, and 2016 2%
  - Salary adjustment to meet market rates was done with EMT pay

| 2013   | 2014   | 2015   | 2016   |
|--------|--------|--------|--------|
| \$3.75 | \$3.85 | \$3.85 | \$3.93 |
| \$3.88 | \$4.48 | \$5.23 | \$5.33 |
| \$6.13 | \$6.33 | \$6.54 | \$6.67 |
- Article 14, Section 3: Working out of class pay. These adjustments were done to correct decompression of wages in upper ranks and provide adequate pay for added duties and responsibilities.
  - Firefighter serving as acting Lieutenant went from \$.25/hr to \$1.50/hr
  - Lieutenant serving as acting Captain went from \$1.00/hr to \$2.50/hr
  - Firefighter serving as acting Captain went from \$1.50/hr to \$2.50/hr
  - Captain serving as acting Battalion Chief \$1.00/hr to \$2.50/hr

**Article 10, Vacations** – Removed verbiage ‘budget permitting’ when referring to cash in lieu of vacation accrued over 480 hours as of December 1<sup>st</sup>.

**Article 16, Section6:** Longevity Pay – Took out ‘budget permitting’.

**Article 13, Bereavement Leave** – Section regarding bereavement leave while on a leave of absence for worker’s compensation was removed.

**Appendix B:** Promotional policy and procedure was updated to include the following:

- Frequency and time of year promotion written tests will be given
- Weight was given to different sections of the promotional process
- A time limit to fill vacancies was placed in the document
- Eligibility list stipulations were added.

Re-open clauses were placed in Articles 11, 14 and Appendix E to revisit the firefighter progression and return to work policies only.

**Staff Recommendation:** Staff recommends the approval of this contract.

**Budget Impact:** Estimated increased salary per year for this agreement: 2014 - \$159,274.32, 2015 \$158,087.87, 2016 - \$49,180.14. We found in the salary survey the firefighters had the largest salary market value differences. The union agreed (as requested by the city) to phase in the increases over a two year period.

**Alternatives:** The City Commission may approve, deny, table or send back for further negotiations of this union contract.

**Attachments:** IAFF Agreement

**AGREEMENT**  
**BY AND BETWEEN**  
**THE CITY OF JUNCTION CITY, KANSAS**

**AND**

**INTERNATION ASSOCIATION  
OF FIREFIGHTERS,  
LOCAL #3309**

**EFFECTIVE:  
DECEMBER 23, 2013 – DECEMBER 18, 2016**

## **ARTICLE ONE RECOGNITION**

The City of Junction City, Kansas, recognizes the Junction City Firefighters Association, Local #3309 as defined by the Kansas Public Employee Relations Board as the authorized representative of full-time, permanent, bona fide City Fire Department personnel specifically in the following classifications:

### **Firefighters/EMTs Shift Captains**

Specifically not included in the Association are positions above the rank of Captain and all other employees of the City of Junction City Fire Department, and also those former employees whose services were terminated by virtue of resignation, quit, discharge, or retirement.

## **ARTICLE TWO DUES CHECKOFF**

The City agrees to deduct from the pay of each member of the I.A.F.F., Local #3309 the amount of dues to the I.A.F.F., provided the City first receives written authorization from each member for such deduction. The City will only make such deductions if the member has enough pay to cover such obligation. The I.A.F.F. agrees to a window period of 31 days commencing on the 1st day of December and ending on the 31st day of December of each contractual year, during which an I.A.F.F. member may withdraw his dues deduction authorization. A member may not withdraw his dues deduction authorization at any other time with the exception of resignation.

The I.A.F.F. agrees to defend, indemnify, and save and hold the City harmless against any and all claims, demands, judgments, penalties, suits, or other forms of liability arising out of its deduction of dues or fees from a member's pay to the I.A.F.F. The I.A.F.F. has the right to change the amount of dues to be collected from every member as deemed necessary. In the event any changes to the dues are made, the I.A.F.F. President will provide a letter to the City two weeks prior to the changes taking effect.

## **ARTICLE THREE MEET AND CONFER COMMITTEE - MEETING AND MEMBERS**

The City recognizes the Association as the exclusive representative of the appropriate unit.

The process of meeting and conferring for purposes of reaching an agreement requires a free and open exchange of views by all parties.

To such extent, the City and the Association shall designate their respective committees to consist of not more than five (5) members. In addition, each party shall designate a spokesperson who shall express the views of their side. Neither party shall attempt to exert any control over the other's selection of its representatives.

The City recognizes the need to communicate and to formalize new concepts to promote advancement of the Junction City Fire Department as an organization. It is agreed by the City and the Association that each party should be afforded the opportunity to prepare, discuss, and

formalize their concepts prior to invoking the meet and confer process. Therefore, it is agreed that both parties' committee members shall be allowed adequate notice for preparation prior to the start of the meetings.

The meeting agenda shall be as requested and agreed upon by the parties. The meeting place shall be determined by mutual consent of the parties. Additional meetings, time, date, place of meeting and agenda shall be agreed upon by the committees during each meeting.

In the event the meetings are scheduled during a committee member's regular duty time, said committee member should be permitted to attend such sessions in a regular pay status. In the event the meetings are scheduled on a committee member's regular assigned time off, no compensation will be rendered.

#### **ARTICLE FOUR MANAGEMENT RIGHTS**

It is understood and agreed by the City and the Association that the City and its management have certain exclusive statutory rights and responsibilities, which they may not surrender. Except as expressly provided otherwise by this agreement or by law, the City shall retain its rights to make, amend or execute decisions and policies that are necessary to operate and maintain the City and its programs and to otherwise carry out its lawful rights and responsibilities.

Except as expressly provided otherwise by this agreement or by law, nothing contained in this agreement shall circumscribe or modify the statutory right of the City to:

- (1) Direct the work of its employees.
- (2) Hire, promote, demote, transfer, assign and retain employees in positions within the Junction City Fire Department.
- (3) Suspend or discharge employees for proper cause.
- (4) Maintain the efficiency of governmental operations.
- (5) Relieve employees from duties because of lack of work or other legitimate reasons.
- (6) Take actions as may be necessary to carry out the mission of the Department in emergencies; and
- (7) Determine the method, means and personnel by which operations are to be carried on.

#### **ARTICLE FIVE COMMUNICATIONS**

The City agrees to allow Local #3309 the use of City facilities for the conduct of union and committee business, to include bulletin boards. Use of meeting rooms shall be scheduled with the Fire Chief. Local #3309 agrees to keep their bulletin boards in a neat and orderly manner and remove obsolete items. The City shall also provide Local #3309 with space for one desk and necessary filing cabinets.

## **ARTICLE SIX HOURS OF WORK**

### **Section 1: Work Schedule**

The standard work period for personnel assigned to a twenty-four (24) hour shift shall be two hundred and four (204) hours in a twenty-seven (27) day work cycle.

There shall be three (3) rotating shifts. Each shift shall commence at 8:00 a.m., and shall be for a period of 24 hours. Each shift then shall receive 48 hours off duty before returning to work for another 24 hours. This work schedule shall be referred to as the 24 "on" 48 "off" work schedule.

With the notification of the ranking officer in each station, an employee may be relieved from duty anytime between 0700 and 0800 hours if the relief person, who has at least the equal ability to perform all the duties necessary, comes in and takes over the "off going" employee's duties. "Off going" bargaining unit members will remain dressed in their appropriate regular duty uniform, as prescribed by the Fire Chief, until properly relieved.

### **Section 2: Shift Exchange/Trading Time**

Employees shall, with the approval of the ranking officer in their assigned station, have the right to exchange time when the change does not interfere with the operation of the Fire Department. An individual exchanging/trading time must exchange with an individual who has at least the equal ability to perform all the duties necessary.

The City will have no liability to the employee who has traded time. All time traded will be kept track of by the two parties involved.

The employee responsible for the completion of a trading time agreement will be the party agreeing to work for another employee on a given shift. If the party agreeing to work is placed on any approved leave prior to the commencement of the shift or trade, it shall be their responsibility to find a replacement to work the shift they have agreed to trade for.

Except for approved morning relief exchanges, a new employee on their probationary period following original appointment to the Fire Department may not exchange/trade time during their first six (6) months of employment.

The Fire Chief may limit or disallow exchanges during periods when specialized or one-time training is scheduled. The Fire Chief shall endeavor to announce the restricted time period as far in advance as practical.

### **Section 3 Minimum Manning**

All shifts will be manned with a minimum of thirteen (13) firefighter/EMTs per shift. Minimum staffing will be configured at seven (7) in Station #1 and six (6) in Station #2. The "first out" apparatus will be manned with a full four-person crew.

### **Section 4: Minimum Number of PARAMEDIC's**

There will be a minimum of six (6) Paramedic certified members. When a vacancy of an Paramedic position occurs, the Paramedic position will be filled as soon as possible. If the Paramedic position can not be filled by a certified Paramedic applicant, up to 24 months will be allowed for certification of a new or existing in-house employee. In the event of unforeseen circumstances an extension is needed, the extension may be agreed upon by both parties.

## **ARTICLE SEVEN SENIORITY**

Seniority is defined as the total length of an employee's continuous service with the Junction City Fire Department, as measured from the employee's last date of hire by the Fire Department. Employees with the same employment date shall be assigned to the seniority list in order of their entrance exam score.

All original appointments are subject to a probationary period of twelve (12) months of actual service. The probationary period is necessary to evaluate the work of the new employee and encourage his/her adjustment to the position. During this time the employee's work habits, skills, attitude, competence and other pertinent characteristics for successful job performance will be observed by the immediate supervisor and Department Head.

At any time, during or after the probationary period, the Fire Chief, with approval of the City Manager, may dismiss an employee on any basis which may be determined to be appropriate by notifying that employee in writing.

## **ARTICLE EIGHT LAYOFF AND RECALL**

### **Section 1: Decrease in Work Force**

When it becomes necessary to decrease the Department's work force, seniority shall govern. Probationary employees shall be the first laid off, and thereafter, further reductions in the work force shall result in the lay off of junior employees.

### **Section 2: Recall Procedures**

Individuals recalled to duty will be in the reverse order in which they were laid off, i.e., and the most recently laid off individual will be the first one recalled. In the restoration of forces, recall procedure provides that the City shall notify each laid off employee of recall by certified letter. Notice of receipt of such certified letter of recall or date of first attempt to deliver such certified letter, as evidenced by return receipt, sent to the address of the employee as it appears on the City's records, constitutes appropriate notice of recall. Such employee having been laid off will return to work or notify the City in writing of his intention to return to work within seven (7) calendar days after written notice of recall (certified letter) has been received at the address of the employee as it appears on the City's records.

### **Section 3: Change of Address During Layoff**

All persons who are laid off will notify the City by certified mail as to the change in their mailing address. If the change is not submitted, the City shall not be liable for any lost time nor shall the recall provisions of Section 2: above apply if proper notification cannot be made because of a failure to submit the change.

## **ARTICLE NINE HOLIDAYS**

### **Section 1 Designated Holidays**

Designated holidays shall include:

- New Year's Day
- Martin Luther King, Jr., Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Day

## **Section 2 Holiday Observance**

The Fire Department will observe all holidays on the day that they occur whether or not they fall on a Saturday or Sunday. However, if the City offices close on a normal work day to observe a holiday that has fallen on a Saturday or Sunday, members of this Bargaining Unit will be allowed to observe holiday status schedule during this time, as defined in paragraph C. of Appendix C.

## **Section 3 Holiday Pay**

Bargaining Unit members scheduled to work all or part of a shift on a listed holiday will be paid as follows: The Bargaining Unit member working the holiday hours from 0001 hours to 0800 hours will be paid at a time and one-half rate of pay for those eight (8) hours actually worked in addition to their regular hours. The Bargaining Unit member working the holiday hours from 0800 hours to 2400 hours will be paid at a time and one-half rate of pay for those sixteen (16) hours actually worked in addition to their regular hours.

## **ARTICLE TEN VACATIONS**

Association members may accumulate 20 days (480 hours) of vacation leave without loss, based on the fiscal year.

The City authorizes members of the Union to accumulate vacation hour without loss as of December 23, 2012 (carryover into fiscal year 2013). Members of the Union may accumulate 480 hours of vacation leave without loss as of December 22, 2013 (carryover into fiscal year 2014).

Vacations will be scheduled by the fiscal year. Shift calendars and rosters will be distributed during the month of November. Selection of vacation days will be on a strict seniority basis, and will begin on the first scheduled shift in December. If a firefighter is gone on that day, they may leave their first pick with the officer assigned to schedule vacations. If the firefighter is unable to select their first pick days when contacted by the officer, they will have 24 duty hours in which to select their days. If the firefighter is not ready to select their days at that time, they will be skipped.

Each Shift Battalion Chief will permit two (2) personnel to take vacation and/or personal time on each shift. If the leave is not pre-scheduled, and the second request puts the shift below minimum manning levels, the Shift Battalion Chief may deny approval of the second request.

On first round picks, based on seniority, as many days as the person is eligible to pick may be selected. All selected days picked on the first round must be consecutive.

Second round picks, based on seniority, are on a first come, first serve basis. These picks need not be consecutive, and may be for as many shifts a firefighter is eligible to use.

Vacations that are scheduled may be canceled and rescheduled to open days by the firefighter. Days that become open due to cancellation will be announced to the shift. Personnel wishing to use those days will notify the Shift Commander. If three (3) or more personnel request the same day(s), seniority will prevail. Only two (2) employees can pre-schedule the same day for vacation leave

If no one requests a day(s), it is open to first come, first serve based on seniority. Injury leave and any Fire or EMS training approved by the Fire Chief will not count against the minimum manning level.

Vacation may be canceled and rescheduled by the Fire Chief, or his designee if necessary, to meet emergency situations.

Vacation Leave shall be earned as follows:

- (a) From 6 months through 5 years:  
120 hours (5 hours / pay period)
- (b) From 5 years & 1 month through 10 years:  
180 hours (7.50 hours / pay period)
- (c) From 10 years & 1 month through 15 years:  
204 hours (8.50 hours / pay period)
- (d) From 15 years & 1 month through retirement:  
240 hours (10 hours / pay period)

Vacation leave with pay is earned on a per pay period basis and is based on the employee's "anniversary date" with the City. The only exception is when there are three (3) pay periods in a month. Vacation time will not accrue in the third pay period.

If an Association member has accrued over 480 hours of vacation by December 1<sup>st</sup>, the City will purchase up to a total of 56 hours over the 480 hours accrued at straight time. The Association member will have the option of a check for the cash amount or the option of putting the cash amount into their personal Deferred Compensation account.

Probationary employees earn vacation leave credit for the first six (6) months of service; however, no vacation leave may be taken by an employee until they have been in continuous service of the City for a period of six (6) months. If a Probationary employee resigns or is terminated before the completion of the initial probationary year, that employee will be compensated for any accumulated vacation leave.

Vacation leave shall ordinarily be requested at least 1 working shift before the beginning of the requested time off. The Chief, or his/her designee, shall approve or disapprove vacation requests within 72 hours of the date of submission. Once a member's vacation request has been approved, it can only be changed by mutual consent. Vacation leave may be taken in six (6) hour increments and up. Vacation may only be prescheduled if it is twelve (12) or more hours. Vacation blocks of six (6) to eleven (11) hours will be subject to availability of minimum staffing levels and greater blocks of vacation. Vacation blocks of six (6) to eleven (11) hours will be bumped by another employee who elects to take twelve (12) to twenty-four (24) hours of

vacation. An employee who takes a single shift off which is a listed holiday will receive the twenty-four hours of vacation pay only. No holiday pay will be paid. When vacation leave is scheduled, the member will be free from all work responsibilities starting at the end of the last scheduled tour of duty, except for emergencies or circumstances beyond the control of the Department.

## **ARTICLE ELEVEN SICK LEAVE**

Association members will earn 8 hours of sick leave per pay period with pay, or 192 hours per fiscal year. Sick leave may accumulate with no limit.

Upon retirement from the Junction City Fire Department, a bargaining unit member shall be paid up to a maximum of 480 hours of his/her accumulated sick leave. As used in this section, "RETIRED" means any member who has terminated employment and has met the requirements of the Kansas Police and Fire Retirement System, either for Tier I or Tier II.

Sick leave is provided for the member's benefit. Discretion should be the guide in deciding when and how to use this privilege. Sick leave with pay is granted subject to the following conditions:

1. Personal illness or physical incapacity resulting from circumstances beyond the member's control.
2. Enforced quarantine in accordance with community health regulations.

In any case where doubt exists regarding the use or abuse of sick leave, the City reserves the right to require a statement from a licensed physician certifying that the illness prevented the member from working. The City also reserves the right to require an Association member to be examined by a licensed physician designated by the City and at the City's expense as a second opinion. In any case where sick leave has been used for three consecutive workdays or more, a physician's statement may be required. Any proven instance of purposeful abuse of sick leave will result in disciplinary measures.

Should a member become ill or otherwise incapacitated, the member should notify his supervisor as soon as possible prior to the beginning of his scheduled shift.

Sick leave may be authorized while a member is receiving worker's compensation benefits, but only to the extent that sick leave adjusts the compensation to the same amount the member would normally receive while working. If an Association member desires to use sick leave in this manner, a written statement from the member is required.

## **MERIT AWARD**

The City offers extra vacation days to Association members who accumulate sick leave credits. Fire Department employees covered by this agreement may earn an extra 24 hours of vacation leave for each 720 hours of sick leave that the employee accumulates, up to a maximum of 96 hours per fiscal year with an accumulation of 2880 hours of sick leave credits. As long as at least 720 hours of sick leave are maintained, the employee will continue to receive the corresponding additional vacation hours. Extra vacation hours are awarded as follows:

| Sick Leave Balance | Extra Vacation Hours |
|--------------------|----------------------|
| 720 hours          | 24 hours             |
| 1440 hours         | 48 hours             |

|            |          |
|------------|----------|
| 2160 hours | 72 hours |
| 2880 hours | 96 hours |

Upon verification and notification by the Administrative Services Department, each employee who has accumulated the required amount of sick leave hours as of December 31<sup>st</sup> of the end of the fiscal year will be credited the extra vacation day(s) which may be taken the following year.

The parties agree to reopen the contract in 2014 with 30 day notice by either party to discuss and only discuss the Fire Fighter progression and return to work policy.

## **ARTICLE TWEELEVE PERSONAL LEAVE**

The City agrees to allow members of the Association 48 hours per year, with pay, to use as personal time. Association Members hired July 1<sup>st</sup> and after of the fiscal year will receive 24 hours of personal leave. Both parties agree that members of the Association, with the approval of the shift officer in charge, may use personal time in one (1) hour increments provided that there are sufficient firefighters remaining on shift to meet the minimum manning requirements as set forth earlier in this agreement, except in time of immediate family emergency. An employee who takes a personal day off, which is also a listed holiday, will receive 24 hours of personal day pay only. No holiday pay will be paid.

## **ARTICLE THIRTEEN BEREAVEMENT LEAVE**

Upon request, an Association member will be granted up to two (2) days leave per occurrence with pay, when a death occurs in the member's immediate family. Immediate family is defined as: the employee's mother, father, stepparents, grandparents, grandchildren, sister, brother, spouse, children, stepchildren, the same relative of a spouse; any other relative actually living in the same household; or any other individual who was the legal guardian of the employee.. The shift after the funeral will be the last day Bereavement leave will be granted. An employee granted bereavement leave shall receive twenty-four (24) hours pay at the normal hourly rate for each day of bereavement leave taken. No bereavement will be paid if the funeral falls on a holiday, vacation day, scheduled day off, if the employee is on leave of absence, or if the employee is on layoff. The City must be notified immediately of a death in the family and the extent of the expected absence. Requests for additional days of bereavement leave may be forwarded to the City Manager for consideration. The request should contain information on the number of and necessity for additional days and reasons why use of Personal Leave and/or Vacation can not meet the individual's needs.

## **ARTICLE FOURTEEN INJURY LEAVE**

If an employee is injured on the job and is unable to work, the City will grant the employee Injury Leave with pay for up to seven (7) calendar days. If an investigation of the accident is necessary, the employee will be charged sick leave until the investigation is complete. If the investigation verifies that the accident occurred on the job the absence will be converted from sick leave to injury leave. The employee will be credited the used sick leave.

To insure that a proper determination can be made for the leave days charged, the City will require a statement from a licensed physician attesting to the extent of the injury.

Should an on-the-job injury incapacitate a member for more than seven (7) calendar, the member will be eligible for worker's compensation whenever the member is eligible. If the member elects to take worker's compensation exclusively, the member will be placed in a leave of absence status and receive no pay from the City. However, the member may elect to take a combination of worker's compensation and sick leave, so that the compensation the member receives will be the same as would normally be received while working. If the member desires to use sick leave in this manner, a written statement from the member is required. When worker's compensation benefits are paid to the employee for these first seven (7) days the City will be reimbursed by the employee. In order to maintain any deductions, the employee will need to make arrangements with the Administrative Services Department to pay the necessary deduction amounts while on Worker's Compensation leave.

The parties agree to reopen the contract in 2014 with 30 day notice by either party to discuss and only discuss the Fire Fighter progression and return to work policy.

## **ARTICLE FIFTEEN FAMILY MEDICAL LEAVE**

All Members are covered by the City of Junction City's Personnel Policies & Guidelines Book dated January 20, 2009 Maternity Leave Policy (Section 8.5) and Family Medical Leave Policy (Section 8.6).

## **ARTICLE SIXTEEN WAGES**

### **Section 1: Salaries**

Appendix A attached hereto and made part hereof contains classifications and annual (2920 hours) salaries.

### **Section 2: Overtime Call Back**

In the event that a need for Call Back occurs in the Fire Department, overtime shall accrue to members of the Bargaining Unit, and shall be voluntary. The employee shall be paid at the rate of time and one-half for a minimum of two (2) hours for each occurrence of time worked in excess of his regularly scheduled hours of work.

### **Section 3: Working Out-of-Classification**

When an employee is required to accept responsibilities and carry out the duties of a Lieutenant, Captain or a Battalion Chief for a period of one or more consecutive hours, the employee shall be paid as described in the succeeding paragraph of this section.

Compensation for working out-of-classification shall be at the following rates above the employee's normal hourly rate of pay:

Firefighter serving as Acting Lieutenant - \$1.50 per hour. Lieutenant serving as Acting Captain - \$2.50 per hour. Firefighter serving as Acting Captain - \$2.50 per hour. Captain serving as Acting Battalion Chief - \$2.50 per hour.

#### **Section 4: Final Pay**

Upon departure association members will be allowed to cash in up to a maximum of 480 hours of their vacation pay. In addition, upon retirement association members may cash in up to a maximum of 480 hours of sick pay.

#### **Section 5: Firefighter Progression Program Pay**

The City agrees to institute the following proficiency pay table in support of the Fire Fighter Progression (FFP) training and certification program described in Appendix E of this contract. As Fire Fighter/EMTs earn certifications in each leg of the FFP Program they will be awarded the following proficiency bonus sums to their hourly wages:

|                                  |                |
|----------------------------------|----------------|
| Rescue Specialist                |                |
| Fire Engineering Driver/Operator |                |
| Fire Inspector/Investigator      |                |
|                                  | Bonus          |
| Third Class                      | \$.05 per hour |
| Second Class                     | \$.05 per hour |
| First Class                      | \$.10 per hour |

#### **Section 6: Longevity Pay**

In December of each year, Association Members will receive longevity pay. Each member will receive \$3.00 for each month over five (5) years of service.

For example, for someone who has nine (9) year of service, he/she will receive \$324.00.  
(9 years x 12 month in a year x \$3.00 = \$324.00)

#### **Section 7: Field Training Officer**

When a Firefighter/EMT or Firefighter/Paramedic is assigned to training new hires during their initial training period, they will be considered Field Training Officers.

During the training of new hires, the FTO will be compensated at a rate of \$1.00 per hour over the employee's normal hourly rate of pay.

### **ARTICLE SEVENTEEN BENEFITS**

#### **Section 1: Health Insurance**

The City shall provide a group hospitalization, medical and major medical plan to all Association members covered by this agreement.

In Fiscal Year 2004, the City shall pay the full cost of an individual plan for all members requesting such coverage. In Fiscal Year 2005 and thereafter, the City retains the right to assess a portion of single coverage to all members requesting such coverage. Members shall have the option of electing family plan coverage. The member shall be responsible for the designated cost of the single coverage if assessed by the City and the cost of the family coverage.

The City retains the authority to define group health insurance coverage and carrier to maintain a cost effective program; however, the City agrees to notify the Association, in advance and to the extent possible based on the timing of the information being received from the carrier, of any benefit change to such health insurance coverage.

Upon retirement from the Junction City Fire Department, the employee can remain in the employer's group health plan until he or she reaches the required age for Medicare, provided that the employee pays 100% of the cost for the coverage and service fees not to exceed 2% of the total cost. As used in this section, "RETIRED" means any employee who has terminated employment and has met the requirements of the Kansas Police and Fire Retirement System for either Tier I or Tier II. Coverage will cease to be made available upon (1) the retired employee attaining the required age for Medicare, (2) the retired employee failing to make required premium payments on a timely basis, or (3) the retired employee becoming covered or becoming eligible to be covered under a plan of another employer.

## **Section 2: Dental Benefits**

The City shall provide a group dental plan. The employer will pay 100% of the employee dental benefit premium. The employee shall pay 50% of the dependent premium with the City paying the other 50%. The City retains the right to assess a portion of single coverage and/or all of the family portion to all members requesting such coverage.

As stated above, the City retains the authority to define dental insurance coverage and carrier and will notify the Association, in advance and to the extent possible based on the timing of information being received from the carrier, of any benefit change to such dental insurance coverage.

## **Section 3: Life Insurance**

Members of the Association are eligible for a term life insurance policy in the amount of \$20,000 with premiums paid fully by the City.

## **Section 4: Worker's Compensation**

Association members are insured by the City against accidents on the job through Worker's Compensation Insurance. This means that should a member be injured on-the-job or contract an occupational disease, the member will receive compensation. A member may choose the option of taking sick leave, if available, or worker's compensation benefits. If the member elects to take worker's compensation exclusively, the member will be placed in a leave of absence status and receive no pay from the City. However, the member may elect to take a combination of worker's compensation and sick leave as defined in Article Fourteen.

## **Section 5: Station Wear**

Station wear shall be bought and maintained by the City. Station wear includes uniform shirts, uniform pants, and uniform job shirts.

Each year a \$100 clothing allowance will be paid to those association members not in an initial probationary status. This allowance will reimburse association members for clothing and gear purchased for the use on the job as approved by the Shift Officer.

## **ARTICLE EIGHTEEN MISCELLANEOUS PROVISIONS**

### **Section 1: Agreement Costs**

The City agrees to scan the approved and ratified Agreement to the G drive. All members will have access to make copies as they deem necessary.

### **Section 2: Civil Leave**

Civil Leave with pay will be granted to employees while performing emergency civilian duty connected with civil defense, jury duty, or appearing in Court as a subpoenaed witness. Police Officers appearing in Court as a result of the performance of their duties are excluded. Employees who receive a check for jury duty are allowed to keep the check.

Employees will be granted time off to vote, if the polls are not open at least two hours before or two hours after their scheduled hours of work.

If an employee is involved in a personal lawsuit or court case as plaintiff or as defendant and the action is not related to their duties with the City, the employee may, at the discretion of the Department Head or City Manager, take leave without pay or elect to use vacation or personal leave.

### **Section 3: Anti-harassment Provision**

All Association Members are covered by the City's Anti-harassment policy as defined in Section 10.11 Anti-Harassment in the Personnel Policies and Guidelines Book dated January 20, 2009.

### **Section 4: Duties**

During the first year of employment as Firefighter/EMTs said personnel shall:

- A. Successfully complete necessary certification for Firefighter I designation,
- B. Participate in a probationary training program to orient them to fire suppression and emergency medical service equipment and techniques.

The following details the assignment and scheduling for Ambulance Attendant duty:

- A. The least senior members per Station will rotate the primary ambulance attendant duties. Any time a new member is hired, their primary role will be ambulance attendant duties. Assignments will be made by the Shift Battalion Chief or the Acting Battalion Chief or Shift Captain (with the approval of the Battalion Chief) as to what job members will be assigned that day.
- B. If a Paramedic is not assigned to ambulance attendant duty on a given day, a Paramedic may be assigned to respond to any ambulance call.
- C. When a Paramedic is promoted to the position of Captain, he or she will perform the duties of Captain and Paramedic until the vacant Paramedic position is filled. As a last resort, the Captain will fulfill Paramedic duties.
- D. When a Paramedic is promoted to the position of Lieutenant or Captain, he or she will primarily perform the duties of Lieutenant or Captain. When necessary, the Lieutenant or Captain will fulfill Paramedic duties.

### **Section 5: Drug and Alcohol Testing**

All Members are subjected to the City of Junction City's Drug and Alcohol Testing Policy, Policy Resolution #03-04, dated November 18, 2003. Drug and alcohol testing of members will occur between the hours of 8 a.m. and 6 p.m. at either Fire Station.

## **ARTICLE NINETEEN GRIEVANCE PROCEDURES**

### **Section 1: General Statement**

It is the policy of the City of Junction City that any regular employee should have the right to air valid complaints and/or concerns regarding matters affecting his/her employment which (s)he considers unjust.

When a question exists as to whether or not a particular matter is covered by the grievance policy, final judgment will rest with the City Manager. A grievance claim will be denied when the grievance concerns City Commission policies, except those related to rules of conduct; ordinances; or statutes; pertains to matters in which the grievor has no direct interest; or when the City Manager has good reason to believe that a grievance has been brought in bad faith or for inappropriate reasons. Grievance procedures will always be followed when the matter affecting employment involves a liberty interest of the employee.

In the event of a grievance arising from the interpretation or application of the contract or discharge, the grievance shall be processed through the grievance procedure in accordance with the terms herein. An impasse in any negotiations for any Contract or mutually agreed upon amendment, alteration, change, or addition shall not constitute a grievance.

Where a matter within the scope of this grievance procedure is alleged to be both a grievance and a prohibited practice under the jurisdiction of the Public Employee Relations Board, the employee may pursue the matter under either the grievance procedure herein provided or by action before the Public Employee Relations Board.

## Section 2: Definitions

- A. **Grievance:** A complaint filed by a regular employee in response to action(s) of the employee's Supervisor involving interpretation or application of rules and regulations, suspension, demotion, and/or dismissal. Grievances founded in allegations of discrimination should follow the procedure outlined in Section 4: herein.
- B. **Liberty Interest:** A liberty interest is that interest an employee has in his/her employment which can be adversely affected by an allegation of misconduct which, if publicized, could negatively impact on the employee's standing or reputation within the community concerning the employee's good name, honesty, honor or integrity and which could affect the employee's freedom or ability to obtain other employment.
- C. **Arbitration:** A grievance arising from an interpretation or application of the contract or discharge.

## Section 3: Grievance Procedure

It is the desire of the City to adjust grievances informally (i.e., not necessarily in writing) and both Supervisor and employee are expected to make every effort to resolve problems when they arise. The foregoing procedures of direct communications and discussion should result in a full disclosure of facts and a fair and speedy resolution to most complaints arising out of day-to-day City operations.

- A. **Step Number 1.** Any employee who believes they have a grievance shall, within a period of seven (7) calendar days, after the date of action, submit their grievance in writing to the Shift Battalion Chief on duty when the alleged grievance occurred and shall include the following information:
  - 1. Name of grievant.
  - 2. Date of occurrence giving rise to the grievance.
  - 3. Specific statement of actual grievance including all relevant facts, supporting documentation, witness statements, etc.
  - 4. The relief sought.
  - 5. Signature of grievant.
  - 6. Date filed.

The Shift Battalion Chief shall give a written answer to the employee within (5) calendar days of receipt of the grievance.

No grievances shall be entertained or processed unless filed within the time limits, and according to the guidelines set forth in this policy. If a grievance is not appealed within the time limits, it shall be deemed settled on the basis of the last answer by the City. If the City fails to provide an answer within the limits so provided, the employee may immediately appeal to the next step in the procedure. The parties may mutually agree in writing to extend any time limits.

- B. **Step Number 2.** If the employee disagrees with the decision of the Shift Battalion Chief, the employee may forward the grievance in writing to the Fire Chief within seven (7) calendar days of receipt of the Shift Battalion Chief's written response.

The Fire Chief shall obtain relevant information from the grievant and Shift Battalion Chief and make careful inquiry into the facts and circumstances of the grievance. The Fire Chief shall inform the employee of a decision and reasons therefore in writing within seven (7) calendar days of receipt of the employee's grievance.

- C. **Step Number 3.** If, after receiving the Fire Chief's written response, the employee still feels aggrieved, (s)he may forward a written appeal to the City Manager within seven (7) calendar days. If the disciplinary action taken or approved by the Fire Chief does not amount to termination of employment, the City Manager, after reviewing all relevant information, shall make his/her decision and notify the employee, Fire Chief and Shift Battalion Chief. This decision is final unless the complaint meets the standards set forth in Step Number 4 (Arbitration).
- D. **Step Number 4.** Arbitration: Disputes that arise with respect to the interpretation of this Memorandum or discharge appeals from Step 3, may be settled by arbitration. Arbitration may be requested by the Union or the Department in the following manner:
1. Notice in writing of intent to arbitrate shall be delivered by the party seeking arbitration to the opposing party within seven (7) calendar days following the decision of Step 3 above. The notice shall set forth the interpretation or construction or the discipline being appealed. If notice of intent to arbitrate is not delivered within seven (7) calendar days, the dispute shall be deemed abandoned.
  2. The parties shall agree to the selection and appointment of one (1) standing arbitrator to serve for the duration of the contract. Should the standing arbitrator not be available, the parties may select an alternate arbitrator by mutual agreement from a panel not to exceed five (5) arbitrators that have been mutually agreed to by the City and Union.
  3. The parties shall within a reasonable amount of time, not to exceed fourteen (14) calendar days, alternately and independently strike unacceptable arbitrators from the established list with the last remaining arbitrator being selected.
  4. The jurisdiction and authority of the arbitrator shall be bound by the following:
    - a. The arbitrator shall have the authority to determine the procedural rules of arbitration, and shall have the ability to make such binding orders as are necessary to enable him/her to act effectively. The arbitrator shall observe the rules of evidence, and his/her decision shall be final and binding on both parties except as set forth in Step 4.
    - b. The arbitrator shall have no authority to substitute his/her judgment for that of the management of the City, nor shall he/she have the authority to usurp, subtract from, modify, or exercise any management right of the City.
    - c. The decision of the arbitrator shall be based on the evidence presented to him/her by the parties in the presence of each other and upon the specific language of this Contract.
    - d. The arbitrator may hear only one issue at a time.
    - e. The arbitrator shall have no power to add to, or subtract from or modify any of the terms of this Contract.

- f. In discipline or discharge matters, the arbitrator shall have the discretion to modify the discipline imposed.
- g. The cost of the arbitrator shall be shared equally by the City and the Union.
- h. The arbitrator shall tape record the proceedings and make a copy of the tape available to both the City and the Union.
- i. The arbitrator shall render his/her decision within a reasonable time after the hearing is closed or after briefs, if any, are filed.

If either party is dissatisfied with the decision of the arbitrator, then the aggrieved party may appeal the arbitrator's decision to the District Court of Geary County, Kansas within thirty (30) calendar days of the date of the arbitrator's decision. The Court shall only determine whether the arbitrator's decision was arbitrary capricious and/or unreasonable.

#### **Section 4: Discrimination Grievances**

Any employee or applicant claiming to have been discriminated against on the grounds of race, religion, national origin, ancestry, sex, age, disability, or marital status or as outlined in the anti-harassment policy, Section 10.11, may take the following steps in accordance with the City's Affirmative Action Plan for Equal Employment Opportunity.

- a. The grievance shall be submitted in writing, specifying that the individual is filing a Discrimination Grievance, to the City Manager for review and follow-up action. The City recommends that all City employees utilize this procedure prior to submitting complaints to outside agencies.
- b. The City Manager (or his designee) will review and take action within thirty (30) working days of receipt of the grievance.

### **ARTICLE TWENTY PREVAILING RIGHTS**

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining. The complete understandings and agreements arrived at by both parties after exercise of that right and opportunity are set forth in this agreement.

The City and Fire Department written policies and rules and regulations are not included in this agreement, and may be changed from time to time, but shall not be in conflict with this collective bargaining agreement and shall be subject to the grievance procedure. They will continue in force and effect. Nothing included herein shall be construed to conflict with Article Four (Management Rights).

The parties agree that certain other groups of City employees, organized bargaining units, management, non-bargaining units and other bargaining units may from time to time during the life of this agreement receive benefits which differ from those set forth in this agreement. Those benefits will not extend to or be given the members covered in this agreement during its life. The benefits contained in this agreement are unique to this bargaining unit and cannot be expanded or curtailed during the term of this agreement.

## **ARTICLE TWENTY-ONE SAVINGS CLAUSE**

If any provision of this Agreement should be held unlawful by any court of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by any tribunal, the remainder of this agreement shall not be affected thereby and the parties shall enter into negotiation for the sole purpose of redrafting a mutually satisfactory replacement for such provision so affected.

Should any change be made in any State or Federal law or regulation, which would be applicable and contrary to any provision herein contained, then such portion of this Agreement shall be automatically terminated, with the party first having knowledge of the change immediately notifying the other party for the purpose of commencing negotiations to redraft a mutually satisfactory replacement for such provision so affected. The remainder of the agreement shall remain in full force and effect.

All practices and conditions not covered by this agreement shall continue to be governed, controlled and interpreted by reference to the City charter, ordinances and rules and regulations consistent with Article Twenty (Prevailing Rights).

## **ARTICLE TWENTY-TWO SUCCESSORS**

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein, contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

## **ARTICLE TWENTY-THREE APPENDICES AND AMENDMENTS**

All appendices and amendments of this agreement shall be numbered or lettered, dated and signed by the responsible parties and shall be subject to all the provisions of this agreement.

**ARTICLE TWENTY-FOUR  
APPROVAL**

It is agreed by and between the City Manager and the Association that this Memorandum of Agreement shall be submitted to the City Commission for review and the provisions of the Agreement be implemented and become effective at 0001 hours, December 23, 2013, and shall remain in effect to 2400 hours, December 18, 2016.

If notice to modify or amend is given, it shall contain a statement of modifications desired.

In Witness Whereof, the parties hereto have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

FOR THE CITY:

FOR THE ASSOCIATION:

\_\_\_\_\_  
Gerald Smith  
City Manager

\_\_\_\_\_  
Matt Jackson  
President

This agreement was approved by the Honorable Board of City Commissioners this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Cecil Aska, Mayor

ATTEST:

\_\_\_\_\_  
Tyler Ficken, City Clerk

APPENDIX A

SALARY SCHEDULE

Members of the unit shall be paid at the following hourly rates, as determined by their respective anniversary dates of employment and rank.

This pay plan will be effective December 23, 2013.

| Service | Firefighters |          |          | Lieutenants |          |          | Captains |          |          |
|---------|--------------|----------|----------|-------------|----------|----------|----------|----------|----------|
|         | FY 2014      | FY 2015  | FY 2016  | FY 2014     | FY 2015  | FY 2016  | FY 2014  | FY 2015  | FY 2016  |
|         | 12/23/13     | 12/22/14 | 12/21/15 | 12/23/13    | 12/22/14 | 12/21/15 | 12/23/13 | 12/22/14 | 12/21/15 |
| 0       | \$9.06       | \$9.34   | \$9.52   |             |          |          |          |          |          |
| 1       | \$9.06       | \$9.34   | \$9.52   |             |          |          |          |          |          |
| 2       | \$9.06       | \$9.34   | \$9.52   |             |          |          |          |          |          |
| 3       | \$9.63       | \$9.92   | \$10.12  |             |          |          |          |          |          |
| 4       | \$9.63       | \$9.92   | \$10.12  |             |          |          |          |          |          |
| 5       | \$10.39      | \$10.70  | \$10.92  |             |          |          |          |          |          |
| 6       | \$10.39      | \$10.70  | \$10.92  |             |          |          |          |          |          |
| 7       | \$10.66      | \$10.98  | \$11.20  | \$12.54     | \$13.48  | \$13.75  |          |          |          |
| 8       | \$10.78      | \$11.11  | \$11.33  | \$12.66     | \$13.61  | \$13.88  | \$14.53  | \$16.11  | \$16.43  |
| 9       | \$10.91      | \$11.23  | \$11.46  | \$12.78     | \$13.73  | \$14.01  | \$14.66  | \$16.23  | \$16.56  |
| 10      | \$11.03      | \$11.36  | \$11.59  | \$12.91     | \$13.86  | \$14.14  | \$14.78  | \$16.36  | \$16.69  |
| 11      | \$11.14      | \$11.48  | \$11.71  | \$13.02     | \$13.98  | \$14.26  | \$14.89  | \$16.48  | \$16.81  |
| 12      | \$11.26      | \$11.60  | \$11.83  | \$13.13     | \$14.10  | \$14.38  | \$15.01  | \$16.60  | \$16.93  |
| 13      | \$11.36      | \$11.70  | \$11.94  | \$13.24     | \$14.20  | \$14.49  | \$15.11  | \$16.70  | \$17.04  |
| 14      | \$11.52      | \$11.86  | \$12.10  | \$13.39     | \$14.36  | \$14.65  | \$15.27  | \$16.86  | \$17.20  |
| 15      | \$11.61      | \$11.96  | \$12.20  | \$13.48     | \$14.46  | \$14.75  | \$15.36  | \$16.96  | \$17.30  |
| 16      | \$11.72      | \$12.07  | \$12.31  | \$13.60     | \$14.57  | \$14.86  | \$15.47  | \$17.07  | \$17.41  |
| 17      | \$11.86      | \$12.21  | \$12.46  | \$13.73     | \$14.71  | \$15.01  | \$15.61  | \$17.21  | \$17.56  |
| 18      | \$12.00      | \$12.36  | \$12.61  | \$13.87     | \$14.86  | \$15.16  | \$15.75  | \$17.36  | \$17.71  |
| 19      | \$12.11      | \$12.48  | \$12.73  | \$13.99     | \$14.98  | \$15.28  | \$15.86  | \$17.48  | \$17.83  |
| 20      | \$12.26      | \$12.62  | \$12.88  | \$14.13     | \$15.12  | \$15.43  | \$16.01  | \$17.62  | \$17.98  |
| 21      | \$12.44      | \$12.82  | \$13.07  | \$14.32     | \$15.32  | \$15.62  | \$16.19  | \$17.82  | \$18.17  |
| 22      | \$12.56      | \$12.93  | \$13.19  | \$14.43     | \$15.43  | \$15.74  | \$16.31  | \$17.93  | \$18.29  |
| 23      | \$12.67      | \$13.05  | \$13.31  | \$14.54     | \$15.55  | \$15.86  | \$16.42  | \$18.05  | \$18.41  |
| 24      | \$12.82      | \$13.21  | \$13.47  | \$14.70     | \$15.71  | \$16.02  | \$16.57  | \$18.21  | \$18.57  |
| 25      | \$12.96      | \$13.35  | \$13.61  | \$14.83     | \$15.85  | \$16.16  | \$16.71  | \$18.35  | \$18.71  |
| 26      | \$13.06      | \$13.45  | \$13.72  | \$14.94     | \$15.95  | \$16.27  | \$16.81  | \$18.45  | \$18.82  |
| 27      | \$13.20      | \$13.60  | \$13.87  | \$15.08     | \$16.10  | \$16.42  | \$16.95  | \$18.60  | \$18.97  |
| 28      | \$13.34      | \$13.74  | \$14.01  | \$15.21     | \$16.24  | \$16.56  | \$17.09  | \$18.74  | \$19.11  |
| 29      | \$13.49      | \$13.90  | \$14.18  | \$15.37     | \$16.40  | \$16.73  | \$17.24  | \$18.90  | \$19.28  |
| 30      | \$13.67      | \$14.08  | \$14.36  | \$15.54     | \$16.58  | \$16.91  | \$17.42  | \$19.08  | \$19.46  |
| 31      | \$13.78      | \$14.19  | \$14.48  | \$15.66     | \$16.69  | \$17.03  | \$17.53  | \$19.19  | \$19.58  |
| 32      | \$13.95      | \$14.36  | \$14.65  | \$15.82     | \$16.86  | \$17.20  | \$17.70  | \$19.36  | \$19.75  |
|         |              |          |          |             |          |          |          |          |          |

## APPENDIX A

### SALARY SCHEDULE

#### EMT SALARIES

Members of the unit shall be paid at the following hourly rates, as determined by their respective level of certification.

This pay plan will be effective December 23, 2013 through December 18, 2016.

|           | FY 2014  | FY 2015  | FY 2016  |
|-----------|----------|----------|----------|
|           | 12/23/13 | 12/22/15 | 12/21/15 |
| EMT       | \$3.85   | \$3.85   | \$3.93   |
| AEMT      | \$4.48   | \$5.23   | \$5.33   |
| Paramedic | \$6.33   | \$6.54   | \$6.67   |

The Kansas Certified Training Officer for each shift will receive \$0.50 per hour.

## APPENDIX B

### LETTER OF UNDERSTANDING REGARDING PROMOTIONAL POLICY AND PROCEDURE B

A written test will be given every 2 years in the month of April for the positions of Fire Lieutenant and Fire Captain. A written exercise will be given every 2 years in the month of November for the position of Fire Battalion Chief. A list of the written materials shall be posted on January 1<sup>st</sup> of the test year. All written exam questions will come from the list.

All examinations shall be impartial and shall relate to those matters which test fairly the candidate to discharge the duties of the position to be filled. These minimum requirements shall be met on or before the date of the test.

The following are the minimum requirements for the eligibility of promotion to the position of Fire Lieutenant, Fire Captain and Fire Battalion Chief.

|                      |   |
|----------------------|---|
| Fire Lieutenant      | Seven (7) years of service with the JCFD as calculated by date of test.   |
| Fire Captain         | Ten (10) years of service with the JCFD as calculated by date of test and<br>Or one year time in grade in the position of Fire Lieutenant with the<br>JCFD. |
| Fire Battalion Chief | One (1) year time in grade as a Fire Captain with the JCFD.   |

The promotional process for Fire Lieutenant and Fire Captain will be comprised of the following:

|                |      |
|----------------|------|
| Written exam   | 50%  |
| Oral Interview | 25%  |
| Assessment     | 25%  |
| Total          | 100% |

The promotional process for the Battalion Chief will be comprised of the following:

|                            |      |
|----------------------------|------|
| Written exercise           | 50%  |
| Oral Interview             | 25%  |
| Emergency Scene Assessment | 25%  |
| Total                      | 100% |

Examination material shall consist of matters relating directly to the fire service and the JCFD and selected by the Fire Chief. This list of materials shall include the following:

- JCFD Standard Operating Guidelines
- JCFD EMS Protocols
- Local 3309 Memorandum of Agreement (Captains and Battalions only)
- NIMS 300/400
- Any other written material placed on the list of January 1<sup>st</sup>

#### Certification Credit

Any member participating in the promotional examination shall also be awarded credit to any certifications he or she currently possesses. The only recognized national certifications shall be either the International Fire Service Accreditation Congress (IFSAC) or Pro Board Fire Service Professional Qualifications (Pro Board). The recognized certifications for Paramedic and Advanced Emergency Medical Technician shall be National Registry or State of Kansas Board of EMS.

The certification credit would be as follows:

|                                       |                          |
|---------------------------------------|--------------------------|
| Fire Instructor I                     | 1.0 added to final score |
| Fire Instructor II                    | 0.5 added to final score |
| Fire Officer I                        | 0.5 added to final score |
| Fire Officer II                       | 0.5 added to final score |
| Fire Investigator I                   | 0.5 added to final score |
| Fire Investigator II                  | 0.5 added to final score |
| Fire Inspector I                      | 1.0 added to final score |
| Hazardous Materials Operations        | 0.5 added to final score |
| Hazardous Materials Technician        | 0.5 added to final score |
| Advanced Emergency Medical Technician | 0.5 added to final score |
| Paramedic                             | 0.5 added to final score |

#### Education Credit

Any member participating in the promotional examination shall also be awarded credit for possessing accredited formal education. This credit shall be from a recognized accredited university or college. The total Education Credit will not exceed 1 point.

The education credit would be as follows:

|  |                          |
|--|--------------------------|
| Associates Degree (any field)          | 0.5 added to final score |
| Bachelor's/Master's Degree (any major) | 0.5 added to final score |

#### Assessment and Interview Panels

Fire Lieutenant position panels will include but not limited to a panel selected by the Fire Chief consisting of company officers who from career

departments of similar size or larger and that have supervisory and administrative responsibilities equal to that of a Fire Lieutenant.

Fire Captain position panels will be comprised of but not limited to: current Fire Captains from career departments of similar size or larger, private sector human resource personnel, or other external governmental professionals with supervisory and administrative responsibilities equal to that of a Fire Captain.

Fire Battalion Chief position panels will be comprised of but not limited to: current Fire Battalion Chiefs from career departments of similar size or larger and external governmental professionals with supervisory and administrative responsibilities.

#### Eligibility List

An eligibility list for Fire Lieutenant and Fire Captain will be compiled based on entire promotional process and will become effective on June 1<sup>st</sup> following the promotional process and be effective until June 1<sup>st</sup> two years later.

An eligibility list for Fire Battalion Chief will be compiled based on entire promotional process and will become effective on January 1<sup>st</sup> following the promotional process and be effective until January 1<sup>st</sup> two years later.

A ranking list shall be comprised of all candidates who participated in the process. The list shall be secured by the Human Resources Director and not published. Candidates will receive individual feedback on their performance for professional development purposes. In the event of an opening, the top three (3) highest scoring members from each list shall then be submitted to the Fire Chief from the Human Resources Director in alphabetical order for an interview with the Fire Chief. Upon completion of these interviews, the Fire Chief shall then rank the eligible members and submit this list to Human Resources. This list shall be considered the final ranking order of selection for promotion by the Junction City Fire Department. In the event that the list of three (3) highest scoring members is exhausted before the next testing date, the next three (3) qualified candidates by scores will participate in a Fire Chief interview and be ranked.

#### Vacancy

The Fire Chief shall promote for the position of Fire Lieutenant, Fire Captain or Fire Battalion Chief any eligible member within thirty (30) days of official vacancy.

**APPENDIX C**  
**LETTER OF UNDERSTANDING REGARDING**  
**TRAINING AND NON-EMERGENCY WORK**

- A. Training and non-emergency work will primarily be conducted Monday through Friday between the hours of 0800 and 1700 hours.
- B. The following principles will govern all training and non-emergency work:
  - 1. Training schedules outlining all training events as TASKS, CONDITIONS and STANDARDS will be posted.
  - 2. Prime training time will be strictly adhered to when possible.
  - 3. Non-emergency work will be scheduled so as not to conflict with prime time training.
  - 4. Training, when possible, will be "hands-on" and conducted on or with the equipment used by the Junction City Fire/EMS Service. Variances from this principle will be approved by the Fire Chief or, in his absence, the Shift Battalion Chief.
  - 5. Deviation from the posted training schedule may be approved by the Fire Chief or Shift Battalion Chief. ("Type Daily Schedule" enclosed.)
  - 6. Members of the bargaining unit that meet the applicable STANDARD of the stated TASK under the stated CONDITIONS will be excused from the remainder of the training scheduled for that particular TASK. Those members of the bargaining unit who fail to meet the STANDARDS will be provided additional training opportunities. Training will not exceed the normal duty day.
  - 7. The principle in paragraph 6 above is also applicable to all collective training.
- C. Morning station cleanup and apparatus readiness checks will be the only non-emergency work required on weekends and holidays or holiday status.
- D. Bargaining unit members will perform necessary repairs as required in the course of their shifts to mechanically disabled departmental apparatus (pumpers, ladder, squad and ambulance) to ready said apparatus for service provided the personnel have the ability to effect the repairs.

## **JUNCTION CITY FIRE DEPARTMENT**

### **DAILY SCHEDULE**

- 0800 - 0815** ROLL CALL: Changing of shifts. Assignments of duties to crew.
- 0815 - 0945** Apparatus readiness checks and living area cleanup.
- 0945 - 1000** Coffee break. Chief's meeting with Shift Officer and CTO.
- 1000 - 1200** Individual and crew training.
- 1200 - 1300** Lunch
- 1300 - 1515** Weekly duty assignments/non-emergency work.
- Monday - Outside yard, upstairs and downstairs windows.
- Tuesday - Weekly vehicle check, chassis and all on-board equipment. No non-emergency work.
- Wednesday - Upstairs area, stove, refrigerator, bedroom and bathroom.
- Thursday - Unscheduled.
- Friday - Clean all stall floors, shop and training room area. Clean Chief's office.
- Saturday - Clean Dispatch office.
- Sunday - Station cleanup. Standby until 0800 shift change.
- 1515 - 1530** Coffee break. Chief's briefing with shift officers and CTO.
- 1530 - 1700** Physical fitness training.
- 1700 - 0800** Standby duty.

## **APPENDIX D**

### **MEMORANDUM**

Memorandums written by the Junction City or Fire Department staff that effects the members of IAFF Local #3309, the Fire Chief will provide a copy of the memorandum to the Secretary of Local #3309 at no cost.

## APPENDIX E

### Firefighter Progression Program

The Firefighter Progression Program establishes a progressive training program to enhance the technical and tactical proficiency of Junction City Firefighters. Firefighters will strive to attain award of Firefighter Classes I, II, III, and progress through proficiency Classes Four to One. The detailed Program of Instruction for this series of proficiency tests is contained in the Firefighter Progression Training Manual. As firefighters satisfy the examination and experience requirements for each firefighter grade and class they will be awarded bonuses as specified in Article XVI of the Agreement.

#### Firefighter I

**Fourth Class:** During the initial assignment to the EMT Service, new firefighters will begin specialized training in the Rescue field under the direction of the Department Training Officer. Upon completion of the prescribed six-month course of training the firefighter will complete a written and practical examination. Upon satisfactory completion of all requirements, and a satisfactory employee performance evaluation, the firefighter will be awarded the Third Class bonus.

**Third Class:** The firefighter will continue specialized training in the Rescue field under the Department Training Officer's direction. Upon completion of the prescribed six-month course of training the firefighter will complete a written and practical examination. Upon satisfactory completion of all requirements, and a satisfactory employee performance evaluation, the firefighter will be awarded the Second Class bonus.

**Second Class:** The firefighter will continue specialized training in the Rescue field under the Department Training Officer's direction. Upon completion of the prescribed six-month course of training the firefighter will complete a written and practical examination. Upon satisfactory completion of all requirements, and a satisfactory employee performance evaluation, the firefighter will be awarded the First Class bonus.

**First Class:** Firefighters will serve as Firefighter I, First Class for a minimum period of one year. During this period, the firefighter will begin specialized training in the Fire Engineering field and become a certified Driver/Operator. Upon completion of the prescribed course of training the firefighter will complete a written and practical examination. Upon satisfactory completion of all requirements, and a satisfactory employee performance evaluation, the firefighter will be graded as a Firefighter II, Third Class and awarded the prescribed bonus.

#### Firefighter II

**Third Class:** The firefighter will continue specialized training in the Fire Engineering field under the Department Training Officer's direction. Upon completion of the prescribed six-month course of training, the firefighter will complete a written and practical examination. Upon satisfactory completion of all requirements, and a satisfactory employee performance evaluation, the firefighter will be awarded the Second Class bonus.

**Second Class:** The firefighter will continue specialized training in the Fire Engineering field under the Department Training Officer's direction. Upon completion of the prescribed six-month course of training the firefighter will complete a written and practical examination. Upon satisfactory completion of all requirements, and a satisfactory employee performance evaluation, the firefighter will be awarded the First Class bonus.

**First Class:** Firefighters will serve as Firefighter II, First Class for a minimum period of one year. During this period, the firefighter will begin specialized training in the Fire Inspection field and become a Kansas Certified Fire Inspector. Upon completion of the prescribed course of training, the firefighter will complete a written and practical examination. Upon satisfactory completion of all requirements, and a satisfactory employee performance evaluation, the firefighter will be graded as a Firefighter III, Third Class and awarded the prescribed bonus.

### **Firefighter III**

**Third Class:** The firefighter will continue on the Training Officer's prescribed Inspector training course for six-months. Upon completion of the prescribed course of training the firefighter will complete a written and practical examination. Upon satisfactory completion of all requirements, and a satisfactory employee performance evaluation, the firefighter will be awarded the Second Class bonus.

**Second Class:** The firefighter will continue specialized training in the Fire Inspection field under the Department Training Officer's direction. Upon completion of the prescribed six-month course of training the firefighter will complete a written and practical examination. Upon satisfactory completion of all requirements, and a satisfactory employee performance evaluation, the firefighter will be awarded the First Class bonus.

**First Class:** Firefighter III, First Class is the highest classification grade a firefighter can achieve. Officers in this grade and classification will join the Department Training Officer in the planning and administration of the Firefighter Progression Program. Firefighters in this class will be provided training time and tuition assistance in their pursuit to become certified by the University of Kansas Fire Service Training to the Fire Officer II level.

The parties agree to reopen the contract in 2014 with 30 day notice by either party to discuss and only discuss the Fire Fighter progression and return to work policy.

# JUNCTION CITY FIRE DEPARTMENT

## DAILY SCHEDULE

|                    |  |
|--------------------|--|
| <b>0800 – 0815</b> | ROLL CALL: Changing of shifts. Assignments of duties to crew |
| <b>0815 – 0945</b> | Apparatus readiness checks and station cleanup assignment    |
| <b>1000 – 1200</b> | Physical Fitness training                                    |
| <b>1200 – 1300</b> | Lunch  |
| <b>1300 – 1530</b> | Training   |
| <b>1530 – 1630</b> | Weekly Duties  |
| <b>1630 – 0800</b> | Standby duty   |

---

### Weekly duty assignments/non-emergency work

|                  |  |
|------------------|--|
| <b>Monday</b>    | Outside yard, upstairs and downstairs windows, <i>upstairs area, stove, refrigerator, bedroom and bathroom</i> |
| <b>Tuesday</b>   | Weekly <i>Fire apparatus</i> check, chassis and all on-board equipment. Non non-emergency work                 |
| <b>Wednesday</b> | Weekly <i>Ambulance apparatus</i> check, chassis and all on-board equipment. Non non-emergency work            |
| <b>Thursday</b>  | Unscheduled  |
| <b>Friday</b>    | Clean all stall floors, shop and training room area.   |
| <b>Saturday</b>  | Apparatus readiness checks, station cleanup. Standby until 0800 shift change.                                  |
| <b>Sunday</b>    | Apparatus readiness checks, station cleanup. Standby until 0800 shift change.                                  |

The above schedule may be adapted to fulfill shift obligations as necessary. When physical fitness or training is completed, other assigned duties may be performed during the scheduled physical fitness and training time.

Further assignments may be completed at any time, as long as the regularly schedule tasks are completed during the scheduled time slot.

**Backup material for agenda item:**

- d. Consideration to approve a contract with Rosenbauer LLC for the purchase of a new aerial apparatus.

# City of Junction City

## City Commission

### Agenda Memo

October 30, 2013

**From:** Kevin D. Royse, Fire Chief  
**To:** City Commission and City Manager  
**Subject:** **Purchase contract with Rosenbauer LLC**

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**Objective:** Approve the purchase contract with Rosenbauer LLC for the purchase of an aerial fire apparatus awarded earlier this year from the Department of Homeland Security's Assistance to Firefighters Grant Program.

**Explanation of Issue:** In May 2013, the Junction City Fire Department was awarded an Assistance to Firefighters Grant for the replacement of an existing aerial fire apparatus. This grant is in the amount of \$844,444.00. In July 2013, an apparatus selection committee was selected from department members. This committee spent countless hours of research, attending manufacturing facilities in Nebraska and Minnesota, as well as visiting regional fire departments in Salina, Topeka and Lawrence. The committee then selected this apparatus unanimously based on department needs, community needs and cost effectiveness.

**Budget Impact:** Department of Homeland Security grants are a federal grant with a 90/10 match ratio. The City's grant share would be a minimum of \$84,444.00 while the federal government contributes \$760,000.00 towards the purchase price. The City's portion would come from within the Fire Equipment Reserve Fund.

**Alternatives:** It appears that the City Commission has the following alternatives concerning the issues at hand. The Commission may:

1. Approve the contract with Rosenbauer LLC.
2. Disapprove the contract with Rosenbauer LLC.
3. Modify the proposal...
4. Table the request.

**Recommendation:** Staff recommends approval of this contract.

**Enclosures:** Bid Tabulation Sheet

**Bid:** Aerial Truck

City of Junction City  
City Clerk's Office

**Date:** 9/18/2013

**Time:** 2:00 PM

**Department:** Fire

| No. | Direct Solicited | Bidder     | Local Vendor Preference | Signed Bid | Bid Amount    | *Bid Rank | Grant Total   |
|-----|------------------|------------|-------------------------|------------|---------------|-----------|---------------|
| 1   | Yes              | Pierce     | n/a                     | Yes        | \$ 849,948.00 | 1         | \$ (5,504.00) |
| 2   | Yes              | Pierce     | n/a                     | Yes        | \$ 843,557.00 | 2         | \$ 887.00     |
| 3   | Yes              | Pierce     | n/a                     | Yes        | \$ 829,480.00 | 3         | \$ 14,964.00  |
| 4   | Yes              | Pierce     | n/a                     | Yes        | \$ 824,309.00 | 4         | \$ 20,135.00  |
| 5   | Yes              | Eone       | n/a                     | Yes        | \$ 793,175.00 | 5         | \$ 51,269.00  |
| 6   | Yes              | Rosenbauer | n/a                     | Yes        | \$ 786,433.00 | 6         | \$ 58,011.00  |
| 7   | Yes              | Rosenbauer | n/a                     | Yes        | \$ 774,597.00 | 7         | \$ 69,847.00  |
| 8   | Yes              | Smeal      | n/a                     | Yes        | \$ 769,274.00 | 8         | \$ 75,170.00  |
| 9   | Yes              | Smeal      | n/a                     | Yes        | \$ 749,748.00 | 9         | \$ 94,696.00  |
| 10  | Yes              | Smeal      | n/a                     | Yes        | \$ 720,743.00 | 10        | \$123,701.00  |
| 11  | Yes              | Eone       | n/a                     | Yes        | \$ 680,400.00 | 11        | \$164,044.00  |

**\*As Read Only**

**Grant Amount**      \$                      844,444.00

CITY OF JUNCTION CITY  
JUNCTION CITY FIRE DEPARTMENT  
700 NORTH JEFFERSON  
JUNCTION CITY, KS 66441

OCTOBER 21, 2013

### APPARATUS PURCHASE AGREEMENT

This Apparatus Purchase Agreement ("**Agreement**") is entered into by and between Rosenbauer Minnesota, LLC ("**Company**"), and the City of Junction City ("**Buyer**"), collectively referred to as the "**Parties**" or individually as a "**Party**".

**1. Apparatus and Purchase Price.** The Company agrees to sell to the Buyer, and the Buyer agrees to purchase from the Company, the apparatus and associated equipment more specifically described in the Final Specifications attached as Appendix A (collectively, "**Apparatus**") for the total amount of \$844,444.00 ("**Purchase Price**");

**One (1) Rosenbauer EXT 109' Viper Aerial**

**Net due upon completion and delivery                      \$844,444.00**

**Eight Hundred Forty Four Thousand, Four Hundred Forty Four Dollars**

After execution and acceptance of this Agreement pursuant to paragraphs 2 and 8, the Purchase Price may be modified only by mutual written agreement of the Parties as a result of changes to the Apparatus required or requested by the Buyer during the construction process pursuant to paragraph 11 or delay damages adjustment pursuant to paragraph 10. Any changes in the Purchase Price resulting from changes to the Apparatus required or requested by the Buyer during the construction process shall be stated in a Change Order signed by the Parties.

**2. Acceptance of Agreement.** This Agreement shall become a contract, and a binding obligation upon the Parties, only when accepted by the Parties as provided in paragraph 8, below.

**3. Completion.** The Company shall, at its sole cost, deliver the Apparatus F.O.B. to the Buyer within 240 calendar days from the date this Agreement is signed by the Parties ("**Delivery Date**"), subject to any delays resulting from causes beyond the Company's control, as set forth in paragraph 10, below. The Delivery Date may be modified by mutual written agreement of the Parties as a result of changes to the Apparatus required or requested by the Buyer during the construction process.

**4. Final Specifications.** Subject to any Change Order signed by the Parties, the Final Specifications attached as Appendix A shall control the construction of the Apparatus, and are binding upon the Parties, notwithstanding any other written or oral representations or specifications. If there is any conflict between the Buyer's specifications and the Final Specifications (Appendix A), the attached Final Specifications shall control.

**5. Warranties.** The Company shall serve as the Warranty Administrator and shall coordinate and administer all warranty claims in connection with the Apparatus. The warranties, listed on Appendix B, shall apply to this Agreement. At the time it delivers the Apparatus to the Buyer, the Company also shall deliver to the Buyer certificates for each of the warranties identified in Appendix B.

**6. Payment Terms.** Subject to Change Orders or delay damages adjustment, the Buyer shall pay the Purchase Price to the Company pursuant to the following schedule:

The Buyer shall pay the Company the Purchase Price, as adjusted by any Change Order signed by the Parties or delay damage adjustment, within 10 business days of the date the Company's delivers the Apparatus to the Buyer pursuant to paragraph 3.

Initials\_\_\_\_\_

[www.rosenbaueramerica.com](http://www.rosenbaueramerica.com)

[info@rosenbaueramerica.com](mailto:info@rosenbaueramerica.com)

Rosenbauer South Dakota, LLC  
100 Third Street  
PO Box 57  
Lyons, SD 57041  
P. 605.543.5591

Rosenbauer Minnesota, LLC  
5181 260<sup>th</sup> Street  
PO Box 549  
Wyoming, MN 55092  
P. 651.462.1000

105

Rosenbauer Motors, LLC  
5190 260<sup>th</sup> Street  
PO Box 549  
Wyoming, MN 55092  
P. 651.462.1000

Rosenbauer Aerials, LLC  
870 South Broad Street  
Fremont, NE 68025  
P. 402.721.7622

7. **Authority.** The Buyer represents that Mayor Cecil Aska is authorized to bind the Buyer to this Agreement and any Change Orders. The Company represents that Steve Reedy is authorized to bind the Company to this Agreement and any Change Orders.

8. **Execution of Agreement.** This Agreement shall be effective on the date it is signed by both Parties. This Agreement may be signed in several counterparts, and by electronic PDF, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

9. **Complete Agreement.** This Agreement is the full and complete agreement of the Parties, and all earlier discussions, dialogue and negotiations are merged into this Agreement and the attached Final Specifications. The Parties assert that there are no warranties, agreements, or understandings, written or oral, that in any manner alter, abridge, or conflict with the terms of this Agreement.

10. **Delays.** The Company's completion and delivery of the Apparatus to the Buyer within the time set forth in paragraph 3 is subject to delays resulting from strike, insurrection, war, accidents, fires, floods, commandeering of plant or other demands of governmental authority, delays in transportation, or any other cause beyond the control of the Company. The Company shall immediately notify the Buyer of a delay pursuant to this paragraph 10, including the specific reason for the delay, and the expected duration of the delay. In the event of a delay pursuant to this paragraph 10, the completion and Delivery Date contained in paragraph 3 shall, through a Change Order, be extended by the same number of days as the delay. The Company shall use its best efforts to avoid or minimize any delay under this paragraph 10. Except for delays resulting from causes beyond the Company's control pursuant to this paragraph 10, the Purchase Price shall be reduced by \$100.00 for each day after the Delivery Date that the Apparatus is not delivered to the Buyer.

11. **Change Orders.** This Agreement may only be modified by a Change Order that has been signed by the Buyer's authorized representative and the Company's authorized representative, and which includes, at a minimum the following items:

- a) the type, nature and reason for the change;
- b) any adjustment to the Delivery Date; and,
- c) any adjustment to the Purchase Price.

12. **Guarantee of Workmanship.** The Company guarantees that the material and workmanship used in the construction of the Apparatus shall be of the best grade and the Company, at its own expense, will replace any parts that fail as a result of defective material or inferior workmanship within the terms of the Company's warranties attached as Appendix B.

13. **Acceptance Inspections and Tests.** The final inspection shall be conducted at the Company's manufacturing facility. The Company's representative shall conduct all equipment testing of the Apparatus in accordance, and for compliance, with the Final Specifications. The Buyer's representative(s) shall conduct all visual inspections of the Apparatus for the purposes of identifying patent defects and non-compliant items. The Buyer shall notify the Company of the Buyer's rejection of the Apparatus as a result of failing one or more tests or inspections conducted by the Company's representative, the Buyer or the Buyer's agent, within (3) business days of the date the Apparatus fails a test or inspection. Any notice of rejection by the Buyer shall include a written report of all tests that form all or a portion of the Buyer's grounds for rejecting the Apparatus. If the Buyer fails to deliver a notice of rejection to the Company within the rejection period, the Apparatus shall be deemed fully accepted by the Buyer.

14. **Notice.** Any notice, correspondence or other communication required or permitted shall be hand delivered, sent by electronic PDF, or certified or registered mail, return receipt requested, to the following addresses:

Attn: Kevin D. Royse, Fire Chief  
Junction City Fire Department  
700 N Jefferson  
Junction City, KS 66441

Attn: Steve Reedy  
Rosenbauer Minnesota, LLC  
5181 260<sup>th</sup> Street  
Wyoming, MN 55092

Initials\_\_\_\_\_

[www.rosenbaueramerica.com](http://www.rosenbaueramerica.com)

[info@rosenbaueramerica.com](mailto:info@rosenbaueramerica.com)

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Wyoming, MN 55092  
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106

Rosenbauer Motors, LLC  
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PO Box 549  
Wyoming, MN 55092  
P. 651.462.1000

Rosenbauer Aerials, LLC  
870 South Broad Street  
Fremont, NE 68025  
P. 402.721.7622

Email: [kevin.royse@jcks.com](mailto:kevin.royse@jcks.com)

Email: [steve.reedy@rosenbaueramerica.com](mailto:steve.reedy@rosenbaueramerica.com)

Copy to:  
Tyler Ficken, City Clerk  
700 N. Jefferson  
Junction City, KS 66441  
Email: [tyler.ficken@jcks.com](mailto:tyler.ficken@jcks.com)

Either Party may change the foregoing address or email address by sending written notice to the other Party in conformance with this paragraph 14.

**15. Title.** The Apparatus shall at all times be the property of the Company until it is delivered to the Buyer pursuant to the terms of this Agreement. The Company shall bear the sole responsibility and risk for destruction, loss or damage to the Apparatus, or any portion of the Apparatus, through the date and time it is delivered to the Buyer. The Company shall deliver good and merchantable title to the Apparatus at the time it is delivered to the Buyer. The Buyer shall bear the sole responsibility and risk for destruction, loss or damage to the Apparatus upon the date and time it takes delivery of the Apparatus.

**16. Governing Law, Jurisdiction and Venue.** Notwithstanding any conflicts or choice of law provision to the contrary, this agreement shall be construed in accordance with the laws of the State of Kansas. The parties agree that any litigation arising from or in connection with any dispute between the parties under this agreement shall be venued in Kansas. The parties agree that this agreement bears a rational relationship to the State of Kansas, and they consent to the personal jurisdiction of such State and further consent and stipulate to venue in the above described court.

**17. Attorneys' Fees, Costs and Expenses.** In any legal proceeding arising from or relating to this Agreement, the prevailing Party shall be awarded its reasonable attorneys' fees, costs and expenses, including any reasonable attorneys' fees, cost and expenses incurred in collecting upon any judgment, order or award.

**18. Appropriation of Funds.** The Buyer represents that it has currently appropriated, and irrevocably committed, funds to pay the portion of the Purchase Price which is not covered by a Federal Emergency Management Agency (FEMA) grant as may be adjusted by Change Orders, if any.

**19. Miscellaneous.** If any provision of this Agreement is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties and their successors and assigns. This Agreement is not intended to, and shall not confer rights on any person or entity not named as a party to this Agreement. This Agreement may be executed in several counterparts and by electronic PDF, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

**ROSENBAUER MINNESOTA, LLC**

**CITY OF JUNCTION CITY, KANSAS**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Title

Date \_\_\_\_\_

Initials \_\_\_\_\_

[www.rosenbaueramerica.com](http://www.rosenbaueramerica.com)

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P. 402.721.7622

**APPENDIX A**

**FINAL SPECIFICATIONS**

**APPENDIX B****WARRANTIES**

|                             |          |
|-----------------------------|----------|
| General Warranty            | 1 year   |
| Body Structure              | Lifetime |
| Cab Structure               | 10 years |
| Chassis Warranty            | 2 years  |
| Chassis Frame               | Lifetime |
| Axle Warranty               | 2 years  |
| Engine Warranty             | 5 years  |
| Transmission Warranty       | 5 years  |
| Cab and Body Paint Warranty | 10 years |
| Pump Warranty               | 5 years  |
| Plumbing Warranty           | 10 years |
| Akron Valve Warranty        | 5 years  |
| Aerial Warranty             | 1 year   |
| Aerial Corrosion Warranty   | 25 years |

**Backup material for agenda item:**

- e. Adoption of Ordinance G-1134, a new code for Animal Control in Junction City, Chapter 215 of City Code.

# Agenda Memo

## Junction City Commission

Date of Meeting – October 15, 2013

To: City Commission

From: Cheryl S. Beatty, Finance Director

RE: New Animal Control Code - Ordinance No. 1134

---

**Objective:** Adoption of Ordinance 1134, a new code for Animal Control in Junction City, Chapter 215 of City Code.

**Explanation:** After review and discussion at our last city commission meeting, the following changes were made as directed.

1. Section 215.010 – New definition for animal shelter based on State Statute.
2. Section 215.010 – Added definition for foster home.
3. Section 215.101 – Added word 'compensation' under kennel definition.
4. Section 215.030 – Item K-1. Reworded to indicate a person must be present at the residence to tether an animal and no tethering for more than 15 minutes.
5. Section 215.035 – Item E. Removed section – not needed.
6. Section 215.040 – Item B-1. Provided grandfather clause for Emus.
7. Section 215.040 – Item B, 24-25, C and D re-drafted to clarify and added grandfather clause allowing pet ownership per household beyond the limits established in the code.
8. Section 214.063 – Added section to address foster homes.

Attached is a copy of the revised Ordinance No. 1134 we are presenting for adoption.

**Budget Impact:** There is no city budget impact in the current budget. The new code, however, does change the collection of dog, cat, and ferret tags from the Vet Clinics and Animal Shelter to the City Treasurer. The auditors and I felt that there was no tracking system in place sufficient for the proper care of taxpayer funds. Therefore, this will be a new revenue source in the 2014 and future budgets. We did not budget for this in 2014 since we were unable to determine an estimate based on any reliable data base.

**Recommendation:** City staff recommends the adoption of revised Ordinance No. 1134 as presented.

**Options:** The City Commission may amend, modify, table or adopt the ordinance as presented.

**Motion:** I, \_\_\_\_\_, move to approve Ordinance No. 1134 as presented (amended or modified).  
Seconded by \_\_\_\_\_.

**Attachments:** Ordinance No. 1134 (final and marked up version)

ORDINANCE NO. ~~\_\_\_\_\_~~ 1134

AN ORDINANCE OF THE CITY OF JUNCTION CITY, KANSAS, REPEALING CHAPTER 215 OF TITLE II THE CODE OF THE CITY OF JUNCTION CITY IN ITS ENTIRETY, AND ADOPTING SUBSTITUTE PROVISIONS IN PLACE THEREOF, FOR THE OPERATION OF THE CONTROL OF ANIMALS.

**WHEREAS**, the City Commission of the City of Junction City, Kansas, has reviewed the provisions of Title II (Public Health, Safety and Welfare), Chapter 215 (Animals), of the Municipal Code of the City of Junction City, Kansas, and determined certain amendments should be made therein;

**WHEREAS**, the City Commission has sought advice from officials with the City, from officials with the appropriate agencies within the City and Geary County, Kansas, and from the public concerning the policies and language within said sections of the Municipal Code; and

**WHEREAS**, the City Commission, following review and discussion of said advice, finds it is in the interests of the City to amend said sections of the Municipal Code.

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS:**

**SECTION I.**            **Section 215.010, DEFINITIONS, existing language is hereby deleted/repealed and new Section 215.010 is adopted to read as follows:**

**SECTION 215.010: - DEFINITIONS**

The following words when used in this Chapter shall have the meanings set out herein:

**ADEQUATE FEED:** Means supplying at regular intervals a quantity of wholesome foodstuff, suitable for the animal species and age, and sufficient to maintain a reasonable level of nutrition in each animal.

**ADEQUATE WATER:** Means a supply of clean, fresh, potable water supplied in a sanitary manner and either continuously accessible to each animal or supplied at intervals suitable for the animal species.

**ANIMAL CONTROL OFFICER(S):** The person(s) designated by the Chief of Police to act for the City of Junction City, Kansas, in the impoundment of animals, control of animals running at large and as otherwise required in this Chapter.

**ANIMAL BREEDER:** Means any person who operates a premise where all or part of six (6) or more litters of dogs or cats, or both, or 30 or more dogs or cats, or both, are sold, or offered or maintained for sale, primarily at wholesale for resale to another.

**ANIMAL SHELTER:** Means a facility which is used or designed for use to house ~~or contain any animal and which is owned, operated or maintained by a duly incorporated humane society, animal welfare society, society for the prevention of cruelty to animals or other non-profit corporate organizations devoted to the welfare, protection and humane treatment of animals, contain, impound or harbor any seized stray, homeless, relinquished or abandoned animal or a person who acts as an animal rescuer, or who collects and cares for unwanted animals or offers them for adoption. Animal shelter also includes a facility of an individual or organization, profit or nonprofit, maintaining 20 or more dogs or cats, or both, for the purpose of collecting, accumulating, amassing or maintaining the animals or offering the animals for adoption.~~ Junction City/Geary County Animal Shelter, shall be referred to as JCGC Animal Shelter throughout this Section.

**ANIMALS:** All vertebrate and invertebrate animals such as, but not limited to, bovine cattle, horses and other equines, hogs, goats, rabbits, sheep, chickens, ducks, geese, turkeys, pigeons and other fowl, or wild mammals, reptiles, fish or birds that have been tamed, domesticated or captivated.

**BITE:** Any actual or suspected abrasion, scratch, puncture, tear, bruise, or piercing of the skin caused by any animal, which is actually or suspected of being contaminated or inoculated with the saline from the animal, directly or indirectly, regardless of the health or vaccination history of the animal causing such bite.

**CAT:** Means an animal which is wholly or in part of the species *Felis Domesticus*.

**CHIEF OF POLICE:** The duly appointed, highest ranking officer in charge of the Junction City Police Department or his/her authorized representative.

**CUSTODIAN:** Any person charged with responsibilities of feeding, caring for, and keeping an animal which such person is not the owner.

**DANGEROUS DOG:** As defined in Section 215.045.

**DOG:** Means any animal which is wholly or in part of the species *Canis Familiaries*.

**DOMESTIC ANIMALS:** Those which by their long association with man are tame and gentle, and are now reduced to such a state of subjection to his/her will that they no longer possess the disposition or inclination to escape. Those which are bred for and adapted to living dependently in an urban setting.

**DOMESTICATED BIRDS:** Means birds of the parrot family and finch family to include parrots, cockatoos, cockatiels, canaries and other similar domestic household birds.

**EXOTIC ANIMAL:** Any animal not indigenous to North America and animals of any species the majority of whose population are feral.

**FOSTER HOME:** Means a type of shelter consisting of the premises of an individual who provides temporary care (less than 365 days) for one or more animals owned by a shelter that is licensed by the state of Kansas. Fosters must be formally sponsored by a Kansas licensed shelter.

**FOWL:** Means those domestic birds commonly kept for production of meat, eggs, or feathers. For the purposes of this Chapter, fowl shall include, but not be limited to, chickens, ducks, turkeys, geese, swans, peafowl, guinea fowl, ostriches, and emus.

**HARBORING:** Any person who shall allow any animal to habitually remain or lodge or to be fed within his/her home, store, yard, enclosure or place of business or any other premises in which he/she resides or controls shall be considered as keeping and harboring such animal within the meaning of this Chapter.

**HEALTH OFFICER:** The Director of the Junction City - Geary County Health Department or his/her authorized representative, veterinarians, or public health sanitarians in the employ of the Junction City - Geary County Health Department.

**HOBBY BREEDER:** Means any premises where all or part of 3, 4, or 5 litters of dogs or cats, or both, are produced for sale or sold, offered or maintained for sale. This provision applies only if the total number of dogs or cats or both, sold, offered or maintained for sale is less than 30 individual animals.

**HUMANE TREATMENT:** Humane treatment shall mean manner of care including, but not limited to, protection from harm, providing of shelter with adequate protection from the elements, ventilation, sanitation, and appropriate food and potable water consistent with the requirements and habits of the animal's species, type, size, age and condition.

**INHUMANE TREATMENT:** Any treatment to any animal which deprives the animal of necessary sustenance, including food, water and protection from weather or any treatment of any animal such as overloading, over working, tormenting, beating,

mutilating or teasing or other abnormal treatment as may be determined by the Animal Control Officer.

**KENNEL:** Means any premises where four (4) or more dogs or cats, or both, are maintained in any one week for boarding, training, or similar purposes for a fee or compensation.-

**LICENSE COLLECTOR:** The duly appointed Treasurer of the City of Junction City or his/her authorized representative.

**OFFICER:** Officer shall mean City Animal Control Officer or City Police Officer.

**OWN: or OWNING:** Own or owning shall mean to keep, maintain, possess, control, sell, trade, or buy.

**OWNER:** Any person who harbors, keeps, possesses, or owns an animal and/or has a license to keep the animal. A parent or legal guardian shall be deemed to be an owner, keeper or harbinger of animals owned, kept or harbored upon their premises by minor children who are less than 18 years of age. Such term shall also include any person who exercises control over or is in possession of any such animal.

**PERSON:** Any individual, firm, association, joint stock company, syndicate, partnership or corporation.

**PET SHOP:** Means any premises where there are sold, or offered, or maintained for sale, at retail and not for resale to another: any dogs, cats, or any other animals, except those which are produced and raised on such premises and are sold, offered, or maintained for sale, by a person who resides on such premises.

**RETAIL BREEDER:** Means any premises where all or part of six (6) or more litters or 30 or more dogs or cats, or both, are sold, or offered or maintained for sale, primarily at retail and not for resale to another.

**SANITIZE or SANITARY:** Means to make physically clean and to remove and destroy, to a practical minimum, agents injurious to health, at such intervals as necessary.

**SPAY or NEUTER:** Spay or neuter shall mean to surgically render permanently incapable of producing offspring, by a licensed veterinarian.

**SHELTER:** All pens, houses, or fenced enclosures where animals are confined, such as, but not limited to, hutches, cotes, lofts, kennels, warrens, feed lots, barns, stables, or other buildings or enclosures.

**VETERINARIAN:** A licensed doctor of veterinary medicine.

**WILD ANIMALS:** A living mammal or marsupial which is normally found in the wild state, but shall not include a farm animal.

**SECTION II.           Section 215.020, RIGHT OF ENTRY, existing language is hereby deleted/repealed and new Section 215.020 is adopted to read as follows:**

**SECTION 215.020: - RIGHT OF ENTRY**

It shall be a violation of this Chapter to deny the Police Department or the Animal Control Officers or their duly authorized representatives the right of access and entry upon private property at any reasonable time for the purpose of making inquiry and inspection to determine living conditions, safety, well-being of household pets, and violations of this Chapter.

**SECTION III.           Section 215.030, CRUELTY TO ANIMALS, existing language is hereby deleted/repealed and new Section 215.030 is adopted to read as follows:**

**SECTION 215.030: - CRUELTY TO ANIMALS**

A.       It is unlawful for any person to willfully or maliciously kill, maim, disfigure, torture, taunt; beat with a stick, chain, club or other object; burn or scald with any substance; mutilate; over-drive or otherwise cruelly set upon any animals, except that reasonable force may be employed to drive off vicious or trespassing animals.

B.       It is unlawful for any person to drive or work any animal cruelly or cruelly work any maimed, mutilated, infirm, sick, or disabled animal, or cause, allow, or permit the same to be done.

C.       It is unlawful for any person to fail, refuse, or neglect to provide any animal in his/her charge or custody, as owner or otherwise, with proper and adequate food, drink, shade, care, shelter, adequate exercise area and opportunity, or other care as is needed for the health or well-being of such animal, or to carry any animal in or upon any vehicle in a cruel or inhumane manner.

1. Any animal kept outside shall be provided with a structurally sound, weather-proof enclosure, large enough to accommodate the animal.

2. All shelters, pens, and yards shall be so located that adequate drainage is obtained, normal drying occurs, and standing water is not present.

3. All shelters and board fences confining animals shall be maintained in good repair, and all shelters and board fences confining animals are subject to residential and commercial classification and shall be protected from deterioration by painting or comparable treatment.

4. Barbed wire fences shall not be permitted.

5. All premises on which animals are kept shall be subject to inspection by the Animal Control Officer, duly authorized law enforcement officer, or public health official. If the officer or official determines from such inspection that the premises are not being maintained in a clean and sanitary manner, he or she shall notify the owner of the animals in writing to correct the sanitation and shelter deficiencies within 24 hours after notice is served on the owner. Any animal kept under any condition which could endanger the public or animal health or create a health nuisance may be impounded. Animals shall be released after fees are paid and cause for impoundment has been corrected.

D.       It is unlawful for any person to abandon any animal within the corporate limits of the City of Junction City, Kansas.

E.       It is unlawful for any person by any means to make accessible to any animal, with the intent to cause harm or death, any substance which has in any manner been treated or prepared with a harmful or poisonous substance unless for the control of vermin of significance to the public health.

F.       It is unlawful for any person to leave an animal confined in a motor vehicle under weather conditions that endangers its life; that is, whenever the outside temperature is eighty degrees Fahrenheit (80°F) or higher. Whenever any animal is found confined in a motor vehicle in a public place under weather conditions that endangers its life, the Animal Control Officer may, with assistance from the Police, enter such vehicle and

rescue such animal and impound it. A prominent written notice shall be left on or in the vehicle advising that the animal has been removed under the authority of this section and impounded.

G. *Neglect.*

1. Whenever it comes to the attention of the Animal Control Officer, Law Enforcement Officer or the Health Officer, that any animal is or will be without proper care because of injury, illness, incarceration or other voluntary absence of the owner or person responsible for the care of such animal, or which clearly shows evidence of cruelty, said officer or representative may take such animal into custody upon either public or private land. Said officer, representative or a veterinarian may inspect, care for or treat such animal or place such animal in the care of a licensed veterinarian for treatment, boarding or other care or, if it appears as determined by a veterinarian that the animal is diseased or disabled beyond recovery for any useful purpose, for humane killing.

2. Expenses incurred for the care, treatment or boarding of any animal, taken into custody pursuant to this Chapter, pending prosecution of the owner or custodian of such animal for the crime of cruelty to animals, as defined herein, shall be assessed to the owner or custodian as a cost of the case if adjudicated guilty of such crime.

H. Every operator of a motor or other self-propelled vehicle upon the streets and ways of the City of Junction City shall immediately upon injuring, striking, maiming or running down any animal, give such aid as reasonably able to be rendered. In the absence of the owner, he/she shall immediately notify the Animal Control Officer, Law Enforcement Officer, the Health Officer, or the Junction City Police Department, furnishing sufficient facts relative to such injury. It is the duty of such operator to remain at or near the scene until such time as the appropriate authorities arrive, and upon the arrival of said person, such operator shall immediately identify himself/herself to the appropriate authorities. The authority that is notified under this Section shall promptly respond to the notification by immediately dispatching the appropriate aid to the place where the injured animal is located. Alternately, in the absence of the owner, a person may give aid by taking the animal to a veterinary hospital or the JCGC Animal Shelter. Emergency vehicles are excluded from this provision.

I. It is unlawful for any person to promote, stage, hold, manage, conduct, carry on or attend any game, exhibition, contest or fight in which one (1) or more animals are engaged for the purpose of injuring, killing, maiming or destroying themselves or any other animal.

J. It is unlawful for any person to have, keep or harbor any animal which is infected with any dangerous, incurable, painful, or crippling condition except as hereinafter provided. The Municipal Court Judge may order a person convicted under this Section to turn the animal involved over to the Animal Control Officer. All such animals taken by the Animal Control Officer may be destroyed humanely as soon thereafter as is conveniently possible. This Section shall not be construed to include veterinary hospitals or animals under active veterinary care.

K. It is unlawful for any person to attach chains or other tethers, restraints, or implements directly to a dog without the proper use of a collar, harness, or other device designed for that purpose and made from a material that prevents injury to the animal. No person shall:

1. Continuously tether a dog for more than 15 minutes ~~without supervision~~ unless a person is present at the premises; or
2. Use a tether or any assembly or attachments thereto to tether a dog that shall weigh no more than 1/8 of the animal's body weight, or due to weight, inhibit the free movement of the animal within the area tethered; or

3. Tether a dog in such a manner as to cause injury, strangulation, or entanglement of the dog on fences, trees, or other man made or natural obstacles.

L. It shall be unlawful for any person to use any trap, cage, snare or bait to catch, kill, maim, destroy, or otherwise take any animal within the city without the permission of the Chief of Police. This subsection shall not apply to common household pests, including, but not limited to rats, mice, bats or moles. The Chief of Police or designated agent may authorize private citizens to trap, cage, snare or bait animals within the city where such authorization will aid city, county, state, and federal animal or game control officers in the performance of their appointed duties. This does not apply to animal control officers as designated by the City.

M. It shall be unlawful for any person to possess, display, sell or to give away any ducklings, chicks, fowls, or rabbits as pets, playthings, novelties, gifts, for advertising or sales promotional purposes, or to suffer or cause such animals or fowl to be dyed, colored or in any way artificially treated.

N. The provision of this Section shall not apply to:

1. Normal or accepted veterinary practices;
2. Bona fide experiments carried on by commonly recognized research facilities;
3. Killing, attempting to kill, trapping, catching or taking of any animal in accordance with the provisions of Chapter 32 of Chapter 47 of the Kansas Statutes Annotated;
4. Rodeo practices accepted by the Rodeo Cowboys' Association;
5. The humane killing of an animal which is diseased or disabled beyond recovery for any useful purpose, or the humane killing of animals for population control;
6. With respect to farm animals, normal or accepted practices of animal husbandry;
7. The killing of any animal by any person at any time which may be found outside of the owned or rented property of the owner or custodian of such animal and which is found injuring or posing a threat to any person, farm animal or property; or
8. An Animal Control Officer trained by a licensed veterinarian in the use of a tranquilizer gun, using such gun with the appropriate dosage for the size of the animal, when such animal is vicious or could not be captured after reasonable attempts using other methods.

O. This Section shall not apply to any person exposing poison upon their premises for the purpose of destroying wolves, coyotes or other predatory animals.

**SECTION IV. New Section 215.035, ANIMAL(S) PROHIBITED TO RUN AT-LARGE; PENALTIES, is hereby adopted to read as follows:**

**SECTION 215.035: - ANIMAL(S) PROHIBITED TO RUN AT-LARGE; PENALTIES.**

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A. An animal shall be deemed to be running at large when not confined within a fenced enclosure or enclosed shelter or under the control of a person, either by lead, cord, rope, or chain, provided that an animal may be considered confined if it is on a leash, rope, or chain which is securely fastened or picketed in a manner which is sufficient to keep the animal on the premises.

B. Any owner, harborer or custodian of any animal found running at large within the corporate limits of the City shall be deemed guilty of an infraction. Knowledge or intent on the part of the owner, harborer or custodian shall not be elements of this offense. An animal shall not be deemed to be running at large if:

1. The animal has an operating electronic collar and is under the charge, care or control, of its owner or keeper who is operating an electronic pet containment system or electronic training system for the animal. Notwithstanding this subsection, all animals on the public right-of-way in the Commercial Downtown area must be kept on a leash or chain under the physical control of its owner or keeper.

2. The animal is a dog and, under the supervision of its owner or keeper, is using a City off-leash dog park.

C. Any animal on property without the permission of the property owner shall be deemed to be at large and the owner of such animal shall be in violation of this Section.

D. Any cat that is on the property of its owner or keeper shall not be deemed to be running at large in the City.

~~E. The provisions of this Section shall not apply to persons who have a physical disability or visual impairment, who are using service dogs, and can provide adequate documentation, upon demand of an animal trained by an accredited institution which trains dogs for service work for the physically disabled or visually impaired.~~

~~FE.~~ Any person found guilty of animal at large, as defined herein, shall be fined as follows:

1. First offense within a twelve (12) month period.....\$30.00
2. Second offense within a twelve (12) month period.....\$40.00
3. Third offense within a twelve (12) month period.....\$60.00
4. Fourth and subsequent offense within a twelve (12) month period .... \$100.00

The fine shall be in addition to any applicable court costs or impoundment fees.

~~GE.~~ An officer may pursue and capture any animal, including a dog or cat, found to be running at large as defined in this Section. The officer shall have the authority to enter upon private property to effectuate capture. However, the officer shall not enter into any secured fenced area or structure located upon private property.

~~HG.~~ Any dog, cat, or other animal found running at large within the corporate limits of the city, contrary to the provisions of Section 215.035 may be subject to the impoundment procedures and provisions of Section 215.060.

**SECTION V. New Section 215.036, HABITUAL VIOLATOR; ANIMAL AT-LARGE AND PENALTIES, is hereby adopted to read as follows:**

**SECTION 215.036; - HABITUAL VIOLATOR; ANIMAL AT-LARGE AND PENALTIES.**

It shall be a separate offense for any person to receive four (4) or more citations for violation of animal at-large within a twelve (12) month consecutive period. Such person shall be cited as a habitual violator. Any person found guilty of this Section shall be guilty of a Class C Misdemeanor and fined a minimum of \$100.00 and a maximum of \$500.00 and may be sentenced up to thirty (30) days in jail. A person cited for this Section shall be required to appear in municipal court. It shall be a defense to an alleged violation of this Section for the defendant to have been adjudged not guilty, or the charge dismissed, of Section 215.035.

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**SECTION VI. New Section ~~215.036~~215.037, AGGRESSIVE ANIMAL AT-LARGE DEFINED; PENALTIES, is hereby adopted to read as follows:**

**SECTION 215.037: - AGGRESSIVE ANIMAL AT-LARGE DEFINED; PENALTIES.**

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A. An "aggressive animal at large" means any animal at large that without provocation, exhibits aggression or combativeness toward a person or another domestic animal, whether or not said person or animal is attacked, bitten, or scratched by the aggressive animal at large.

B. Any person found guilty of animal at large as defined in Section 215.035, where such animal is an aggressive animal shall be deemed guilty of a Class C Misdemeanor and sentenced as follows:

1. First offense within a twelve (12) month period, \$30.00 fine, or by imprisonment for not more than 10 days, or by both such fine and imprisonment;
2. Second offense within a twelve (12) month period, \$40.00 fine, or by imprisonment for not more than 10 days, or by both such fine and imprisonment;
3. Third offense within a twelve (12) month period, \$60.00 fine, or by imprisonment for not more than 14 days, or by both such fine and imprisonment;
4. Fourth and subsequent within a twelve (12) month period, \$100.00 fine, or by imprisonment for not more than 30 days, or by both such fine and imprisonment.

The Municipal Judge shall have no authority to suspend the fine or any portion thereof of the fine established by this Section. The fine shall be in addition to any applicable court costs or impoundment fees.

**SECTION VII. New Section 215.038, HABITUAL VIOLATOR; AGGRESSIVE ANIMAL AT-LARGE AND FINES, is hereby adopted to read as follows:**

**SECTION 215.038: - HABITUAL VIOLATOR; AGGRESSIVE ANIMAL AT-LARGE AND FINES**

A. It shall be a separate offense for any person to receive four (4) or more citations for violation of Section 215.037 within a twelve (12) month consecutive period. Such person shall be cited as a habitual violator. Any person found guilty of this Section shall be guilty of a Class B Misdemeanor and fined a minimum of \$250.00 and a maximum of \$1,000.00 and may be sentenced up to six (6) months in jail. A person cited for this Section shall be required to appear in municipal court. It shall be a defense to an alleged violation of this Section for the defendant to have been adjudged not guilty, or the charge dismissed, of Section 215.037.

**SECTION VIII. Section 215.040, CONTROL OR PROTECTION OF ANIMALS IN GENERAL, existing language is hereby deleted/repealed and new Section 215.040 is adopted to read as follows:**

**SECTION 215.040: - CONTROL OR PROTECTION OF ANIMALS IN GENERAL**

A. The owner of any animal shall be in violation of this Article and subject to the penalties prescribed herein if any such animal damages property not belonging to the owner.

B. It is unlawful for any person to:

1. Keep or harbor any fowl within the corporate limits of the City. Emus in the City of Junction City at the time of enactment of this ordinance shall be deemed "grandfathered" during the remainder of the life of such animals, and such animals

shall not be replaced when dead.

2. Break or train any horse or other animal on or within the reach of any street, sidewalk or other public place within the corporate limits of the City, except as authorized and/or under the direction of the City's Recreation Department.
3. Picket any horse, cow or other animal within reach of any street, sidewalk or other public place within the corporate limits of the City.
4. Intentionally kill any squirrel, skunk or any bird within the corporate limits of the City, provided that it shall be permissible for the Chief of Police or Animal Control Officer, through instruction from the Health Officer, to kill squirrels, skunks or birds that have become so numerous as to cause destruction or nuisance to property or in the event of disease occurring among such squirrels, skunks or birds that may be considered contagious to human beings.
5. Interfere with or molest a dog used by the Police Department of the City in the performance of the functions or duties of such Department.
6. Keep or harbor any animal which by loud, frequent or habitual barking, howling, yelping or other noise or action tends reasonably to disturb any person or neighborhood within the corporate limits of the City.
7. Keep or harbor a dangerous or vicious dog within the corporate limits of the City. An animal is considered dangerous or vicious as defined in Section 215.045.
8. No person shall own or harbor any dog for the purpose of dog fighting or train, torment, badger, bait or use any dog for the purpose of dog fighting or for the purpose of causing or encouraging the dog to engage in unprovoked attacks upon human beings or domestic animals.
9. Allow unspayed female dogs to be away from confinement or premises of the owner, except on a lead and under control of an adult person, when such dogs are in season.
10. Keep or harbor a dog, cat, or ferret over five (5) months of age within the corporate limits of the City without such animal having a current vaccination against rabies performed by a veterinarian and securing an annual license. Rabies vaccination is hereby considered current for twelve (12) months for killed tissue vaccination and 3 years for a live virus vaccination; provided that vaccination may not be required if the owner of such animal will exhibit to the License Collector a statement from a veterinarian certifying that such vaccination would be injurious to such animal due to the condition of its health. Any person owning a dog, cat or ferret within the City limits shall cause said animal to wear a collar or harness at all times, when off the premises of said owner, to which shall be attached a current tag reflecting that the animal is vaccinated against rabies.
11. Sell or offer for sale, barter, give away or use as an advertising device or promotional display living baby chicks, rabbits, ducklings or other fowl under two (2) months of age, unless being sold by a business at a permanent location and there is a prominent sign at the point of sale indicating that chickens, ducks or other fowl may not be kept within the limits of the City of Junction City.
12. Sell or offer for sale or barter puppies or kittens unless being sold by a business at a permanent location or unless being sold or bartered from the home of the owner of the dame which had the litter from which came the puppies or kittens. Nothing in this Section shall be construed so as to prevent the JCGC Animal Shelter or any other licensed animal shelter from selling puppies or kittens in accordance with such entities' adopted policies.
13. Allow animal waste to accumulate to the extent that it becomes a health hazard to any animal, any person or the public. Any accumulation of animal waste, when not

immediately removed or discarded in a sanitary manner, is considered to be a potential health hazard, i.e., feces accumulation in homes, confined yards, pens, hutches, etc. "*Immediate*" in this instance is defined as waste accumulation of not more than one (1) days' duration.

14. Allow dog waste deposited upon the streets or public areas of Junction City or the private property of persons, not the owner of the dog, to remain upon said street or property without being removed by the owner of the dog as soon as the owner becomes or is made aware of the waste.

15. Allow any odors to emanate from any animal kept or harbored on the premises or to allow any odors to emanate from any feces or urine on the premises, any of which odors reasonably tend to offend any person.

16. Except as authorized in Section 405.010 of this Code, to keep, harbor, breed or slaughter any hogs, pigs, donkeys, mules, goats, sheep, burros, cattle or horses within the corporate limits of the City; provided that nothing herein shall prevent the bringing of such animals to any stockyard, auction, community sale, stock pavilion, slaughterhouse or packing house for the purpose of sale, shipment, show or commercial slaughter or packing; provided further that such animals are kept, harbored or fed in accordance with the regulations promulgated by the Office of Livestock Commissioner of the State of Kansas as set forth in Chapter 47, Article 10 of Kansas Statutes Annotated and amendments thereto. Animals intended for slaughter outside the City limits may not be harbored in the City except as authorized by this Subparagraph.

17. Keep or maintain, sell or offer for sale, barter or give away exotic animals within the corporate limits of the City; provided this Section shall not apply to: tropical or other fishes; birds; except those prohibited by Federal or State law: small rodents such as gerbils, rats, mice, hamsters, guinea pigs, chinchillas, mink, nutria and similar fur-bearing mammals; non-poisonous amphibians and reptiles, not including monitor lizards, alligators, caiman and crocodiles; provided further, that this Section does not apply to educational or zoological institutions. The provisions of this Subparagraph shall not apply to dogs and cats.

18. Keep, harbor, own or in any way possess within the City limits of the City of Junction City, Kansas, any pit bull dog. "*Pit bull dog*" is defined to mean:

- (A) The Staffordshire Bull Terrier breed of dog.
- (B) The American Pit Bull Terrier breed of dog.
- (C) The American Staffordshire Terrier breed of dog.
- (D) Any dog which has the appearance and characteristics of being predominantly of the breeds of Staffordshire Bull Terrier, American Pit Bull Terrier, American Staffordshire Terrier or any combination of these breeds.

19. Keep or harbor on a chain, rope or other type of leash any dog in such manner as to allow the animal to have access to any public sidewalk or public alley or utility right-of-way or any utility meter.

20. Keep or harbor on a chain, rope or other type of leash any dog in such a manner as to interfere with a person's access to the front door of a residence.

21. Keep, harbor, own or in any way possess within the City limits of the City of Junction City, Kansas, any coyote, wolverine or wolf or any breed of dog which is in any part mixture of dog and coyote, or dog and wolverine, or dog and wolf or any dog hybridized with wild canines

22. Keep, harbor, own or in any way possess within the City limits of the City of Junction City, Kansas, any cat hybridized with wild felines.

23. Keep, harbor, own or in any way possess with the City Limits of the City of Junction City venomous snakes or lizards.

~~C. Animals excluded from prohibition are:~~

24. Possess more than five (5) of each of the following licensable animals, with a cumulative total of said animals not to exceed ten (10) per residence:

~~1.~~ (A) Domesticated dogs, with the exception of Pit Bulls defined within this chapter.

~~2.~~ (B) Domesticated cats.

~~3.~~ (C) Domesticated rodents.

~~4.~~ (D) Domesticated European ferrets.

~~5.~~ (E) Domesticated hedgehogs.

~~625. Rabbits, except that no Possess more than three (3) rabbits shall be permitted in a residentially-zoned district per residence.~~

C. Animals excluded from applicable prohibitions under Section B are:

~~71.~~ Domesticated birds as defined.

~~82.~~ Non-venomous snakes less than eight (8) feet in length, except that such snakes shall be required to be maintained on the owner's premises or property.

~~93.~~ Non-venomous lizards.

~~104.~~ Turtles, except for species protected by state or federal law.

~~145.~~ Amphibians.

~~126.~~ Fish.

~~137.~~ Invertebrates.

~~148.~~ Any animal in the ownership of a veterinary clinic operated by a licensed veterinarian, any animal in the ownership of a person designated and licensed as an animal rehabilitator by the Kansas Wildlife and Parks Department, any animal in the ownership of a person temporarily transporting such animal through the City, and any animal in the ownership of a bona fide medical institution or accredited educational institution.

~~159.~~ Any animal exhibited for sale, show, or other temporary purpose at the Geary County Fairgrounds.

~~1610.~~ Any animal temporarily owned—, kept or harbored by a facility or individual person licensed by the Kansas Animal Health Department or by the City for the purpose of impounding, sheltering, or caring for animals—, including licensed animal shelters, kennels, and foster homes.

D. Grandfather Clause. Animals at a residence in the City of Junction City at the time of enactment of this ordinance in violation of the limits set forth in Sections 215.040(B)(24) and (25) shall be deemed "grandfathered" during the remainder of the life of such animals, and shall not be replaced when dead if such replacement would result in such limits being exceeded. Any person who possesses animals in excess of such limits shall, within sixty (60) days of the effective date of this ordinance, register all such animals with the Junction City Police Department under procedures as set forth by the Chief of Police on forms provided by the Police Department and shall include acceptable photographs provided by the possessor of said animals for identification.

~~D. Except as otherwise set forth in subsection (C), no person shall possess more than five (5) of each of the licensable animals specified in subsections (C)(1)-(5), with a~~

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~~cumulative total of said animals not to exceed ten (10) per residentially zoned district.~~

**SECTION IX. New Section 215.045, DANGEROUS DOG, is hereby adopted to read as follows:**

**SECTION 215.045: - DANGEROUS DOG**

A. Definition. "Dangerous dog" shall mean any of the following:

1. Any dog with a known propensity, tendency or disposition to attack, to cause injury, or otherwise threaten the safety of human beings or domestic animals; or
2. Any dog which, in a vicious or threatening manner, approaches any person in apparent attack upon the person while on the streets, sidewalks, or any public grounds or places; or on private property other than on the property of the owner; or
3. Any dog which, unprovoked, attacks or bites, or has attacked or bitten a human being or domestic animal; or
4. Any dog owned or harbored primarily for the purpose of dog fighting shall only be considered dangerous if the dog is evaluated and dangerousness is concluded by a licensed veterinarian or an individual with experience in evaluating dogs seized in similar cruelty cases.
5. Notwithstanding the definition of a "dangerous dog," above, no dog may be declared dangerous if any injury or damage is sustained by a person or animal who, at the time such injury or damage was sustained, was committing a willful trespass or other tort upon premises occupied by the owner or keeper of the dog, or was teasing, tormenting, abusing or assaulting the dog or was committing or attempting to commit a crime.
6. No dog may be declared dangerous if an injury or damage was sustained by a domestic animal which at the time such injury or damage was sustained was teasing, tormenting, abusing or assaulting the dog. No dog may be declared dangerous if the dog was protecting or defending a human being or if the dog was protecting or defending her litter of offspring or offspring of the owner's property, within the immediate vicinity of the dog, from an attack or assault.
7. Nothing in this Section shall be deemed to regulate or prohibit the lawful maintenance and use of dogs by law enforcement agencies or include actions by a law enforcement dog while on duty or while performing duties.

~~8. In the event that an Animal Control Officer or law enforcement officer has probable cause to believe that a dog is dangerous, as defined above, the Animal Control Officer or law enforcement officer may seize and impound such animal at the JCGC Animal Shelter unless the owner agrees to impound the animal at the owner's expense at any veterinarian within the city until the conclusion of any pending municipal court charge(s) regarding the animal. If an animal is ordered to be impounded pursuant to this subsection, the person who owns, harbors, keeps or possesses such animal shall be entitled to a hearing in the municipal court within 14 days of such impoundment to review the propriety of such impoundment and whether a bond may be posted. Impoundment expenses shall be assessed as court costs against a convicted owner and any bond may be applied to such costs.~~

~~9. Any police officer or animal control officer of the city is authorized to issue a uniform complaint and notice to appear to any person who own, harbors, keeps or possesses a dangerous dog when such officer has probable cause of an act or acts which are made unlawful by the provisions of this Section have occurred.~~

~~10. The owner shall annually register the dangerous dog with the city. The owner shall pay a \$50.00 annual registration fee to register the animal.~~

~~11. All dangerous dogs shall be confined in a secured enclosure. It shall be unlawful for any owner to maintain a dangerous dog upon any premises that does not have a secured enclosure. It shall be unlawful for any owner to allow a dangerous dog to be outside of the dwelling of the owner or outside the secured enclosure unless it is necessary for the owner to obtain veterinary care for the dangerous dog or for the limited purposes of allowing said dangerous dog to urinate or defecate or to sell or give away the dangerous dog or respond to such orders of law enforcement officials as may be required. In such event, the dangerous dog shall be securely muzzled and restrained with a leash not exceeding four (4) feet in length, and shall be under the direct control and supervision of the owner of the dangerous dog. The muzzle shall be made and used in a manner that will not cause injury to the dog or interfere with its vision or respiration, but shall prevent it from biting any human or animal.~~

~~12. All dangerous dogs shall be spayed or neutered by a licensed veterinarian at the owner's expense before being released to the owner.~~

~~13. Dangerous Dog At Large. Any dog that has been found to be a dangerous dog, or vicious dog under this Section, that is not confined or registered as required shall be impounded by an animal control officer or a law enforcement officer. Upon conviction, in addition to all costs for impoundment, the owner or keeper shall pay a fine of at least \$250.00 but not more than \$500.00. For a second offense within twelve (12) months, in addition to the impoundment fees, the owner or keeper shall pay a \$500.00 fine and the animal control officer or law enforcement officer is empowered to impound the dog, and the dog shall be destroyed.~~

~~14. Dangerous Dog Attack on Human. If any dangerous dog or vicious dog as previously defined in this Section, shall attack, assault, wound, bite, or otherwise injure or kill, or assist in such injury or killing, a human being, upon a conviction, the owner shall pay a fine of at least \$500.00 and not more than \$1,500.00 and the animal control officer or law enforcement officer is empowered to impound the dog, and the dog shall be destroyed. All costs associated with rabies testing of the animal will be assessed to the animal owner.~~

~~15. Dangerous Dog Attack on Other Animal. If any dangerous dog or vicious dog as previously defined in this Section, shall kill or wound, or assist killing or wounding, any domestic animal, upon conviction the owner shall pay a \$250.00 fine, and the animal control officer or law enforcement officer is empowered to impound the dog, and the dog shall be destroyed.~~

~~16. It shall be an affirmative defense to subsection (H) and (I) of this section that the dog was provoked, teased, injured, and was protecting itself, its owner, its offspring or another human being.~~

~~17. The impounded dog shall not be destroyed pending any appeals of convictions under subsections (G), (H), and (I) of this section. The dog shall remain impounded pending the determination of the complaint. If the court shall find that there shall not have been a violation, such dog shall be released to the custody of the owner. In addition to fines provided in this section, the municipal judge shall have the authority to sentence the person adjudicated guilty of this Section to serve up to a maximum of six (6) months in jail.~~

B. In the event that an Animal Control Officer or law enforcement officer has probable cause to believe that a dog is dangerous, as defined above, the Animal Control Officer or law enforcement officer may seize and impound such animal at the animal shelter unless the owner agrees to impound the animal at the owner's expense at any veterinarian within the city until the conclusion of any impending municipal court charge regarding the animal. If an animal is ordered to be impounded pursuant to this

subsection, the person who owns, harbors, keeps or possesses such animal shall be entitled to a hearing in the municipal court within 14 days of such impoundment to review the propriety of such impoundment and whether a bond may be posted. Impoundment expenses shall be assessed as court costs against a convicted owner and any bond may be applied to such costs.

C. Any police officer or animal control officer of the city is authorized to issue a uniform complaint and notice to appear to any person who own, harbors, keeps or possesses a dangerous dog when such officer has probable cause of an act or acts which are made unlawful by the provisions of this Section.

D. The owner shall annually register the dangerous dog with the city. The owner shall pay a \$50.00 annual registration fee to register the animal.

E. All dangerous dogs shall be confined in a secured enclosure. It shall be unlawful for any owner to maintain a dangerous dog upon any premises that does not have a secured enclosure. It shall be unlawful for any owner to allow a dangerous dog to be outside of the dwelling of the owner or outside the secured enclosure unless it is necessary for the owner to obtain veterinary care for the dangerous dog or for the limited purposes of allowing said dangerous dog to urinate or defecate or to sell or give away the dangerous dog or respond to such orders of law enforcement officials as may be required. In such event, the dangerous dog shall be securely muzzled and restrained with a leash not exceeding four (4) feet in length, and shall be under the direct control and supervision of the owner of the dangerous dog. The muzzle shall be made and used in a manner that will not cause injury to the dog or interfere with its vision or respiration, but shall prevent it from biting any human or animal.

F. All dangerous dogs shall be spayed or neutered by a licensed veterinarian at the owner's expense before being released to the owner.

G. Dangerous Dog At- Large. Any dog that has been found to be a dangerous dog, or vicious dog under this Section, that is not confined or registered as required shall be impounded by an animal control officer or a law enforcement officer. Upon conviction, in addition to all costs for impoundment, the owner or keeper shall pay a fine of at least \$250.00 but not more than \$500.00. For a second offense within twelve (12) months, in addition to the impoundment fees, the owner or keeper shall pay a \$500.00 fine and the animal control officer or law enforcement officer is empowered to impound the dog, and the dog shall be destroyed.

H. Dangerous Dog- Attack on Human. If any dangerous dog or vicious dog as previously defined in this Section, shall attack, assault, wound, bite, or otherwise injure or kill, or assist in such injury or killing, a human being, upon a conviction, the owner shall pay a fine of at least \$500.00 and not more than \$1000.00, the animal control officer or law enforcement officer is empowered to impound the dog, and the dog shall be destroyed. All costs associated with rabies testing of the animal shall be assessed to the animal owner.

I. Dangerous Dog-Attack on Other Animal. If any dangerous dog or vicious dog as previously defined in this Section, shall kill or wound, or assist killing or wounding, any domestic animal, upon conviction the owner shall pay a \$250.00 fine. The animal control officer or law enforcement officer is empowered to impound the dog, and the dog shall be destroyed.

J. It shall be an affirmative defense to subsection (H) and (I) of this section that the dog was provoked, teased, injured, and was protecting itself, its owner, its offspring or another human being.

K. The impounded dog shall not be destroyed pending any appeals of convictions under subsections (G), (H), and (I) of this section. The dog shall remain impounded pending the determination of the complaint. If the court shall find that there shall not

have been a violation, such dog shall be released to the custody of the owner. In addition to fines provided in this section, the municipal judge shall have the authority to sentence the person adjudicated guilty of this Section to serve up to a maximum of six (6) months in jail.

**SECTION X.       Section 215.050, LICENSING, existing language is hereby deleted/repealed and new Section 215.050 is adopted to read as follows:**

**SECTION 215.050: - LICENSING**

A.       No person shall own, keep or harbor any cat, ferret, or dog over the age of five (5) months within the City limits unless the animal has been vaccinated by a licensed veterinarian with an anti-rabies vaccine and licensed by the City of Junction City.

B.       It shall be the duty of the City Clerk or designated agent to issue animal license tags. The animal license tags shall be issued upon payment of the license fee and presentation of a certificate of rabies vaccination current within three (3) months of the date of application. The license shall be valid for one (1) calendar year. If the owner can provide proof of rabies vaccination for multiple years, the owner may purchase a multiple year license.

C.       Applications for animal licenses shall be made upon a printed application form provided by the City of Junction City and shall state the name and address of the owner, harbinger or keeper of said animal, and the name, breed, color, age and sex of the animal.

D.       Animal license tags shall be issued by the City Clerk or their designated agent(s) for the City of Junction City.

E.       The license fee for a ferret, dog, or cat license shall be five dollars (\$5.00) for a neutered or spayed animal, and twenty five dollars (\$25.00) for an intact male or female animal. Said license fee shall be paid to the City of Junction City. Exempt from licensing are persons owning, keeping, or harboring a dog that has been retired from the United States Armed Forces, a trained ADA dog or animal, or police or sheriff's department dogs shall not be required to pay the permit fee but shall be subject to all other regulations of this article, including but not limited to the requirement of having the rabies vaccination.

F.       Every person who owns, harbors, keeps or is in charge or in control of a ferret, dog or cat within the City limits shall provide and place on such animal a collar or harness which shall be worn by said animal at all times when off the premises of said person, and shall attach to the collar or harness the metal license tag obtained pursuant to this Chapter.

G.       When it shall be made to appear to the satisfaction of the Animal Control Officer that any tag has become lost, the owner, upon presentation of the original annual certificate and payment of two dollars and fifty cents (\$2.50), shall receive a replacement.

H.       Upon the payment of such tax and fee, and exhibition of the certificate of vaccination, the City Clerk or his/her designated agent, shall register in a book kept for the purpose, a description of each dog or cat so registered, together with the name of the owner, keeper or harbinger thereof, and deliver to the person paying the license fee a metallic tag on which shall be cast or stamped the number of such tag and the expiration date and also deliver an annual certificate giving a description of such animal, which shall correspond with the register and number of tag.

I.       A kennel, hobby breeder, animal breeder, retail breeder, or pet shop shall be licensed at a fee of fifty dollars (\$50.00) per year, in addition, to the required licensing of each animal. A license may be revoked, suspended or not issued as outlined in K.S.A. 47-1706 except such action to revoke, suspend or not issue shall be determined by the Junction City Animal Control Officer. Any pet shop must display proof of USDA or State

Inspection at the time of licensing and a copy shall be kept at City Hall. upon request of the Animal Control Officer or his/her designee. Upon receipt of a complaint, a kennel, hobby breeder, animal breeder, retail breeder, or pet shop may be subject to inspection by the Animal Control Officer and/or Additionally, a kennel, hobby breeder, animal breeder, retail breeder, or pet shop may be subject to inspection annually by a representative of the Junction City - Geary County Health Department or their designee.

J. It shall be unlawful for any person to place on any dog a tag issued for another dog or to make or use any false, forged or counterfeited tag or imitation thereof.

K. The provisions of this article with respect to registration/licensing shall not apply to any dog owned by a person visiting or temporarily remaining within the City for less than 30 days. However, such dogs shall be kept under restraint by the owner thereof at all times.

L. *Fines.* Upon conviction in the Municipal Court for a violation of Section 215.050, the following minimum fines shall be imposed:

1. First offense within a twelve (12) month period.....\$ 50.00
2. Second offense within a twelve (12) month period.....\$150.00
3. Third or subsequent offense within a twelve (12) month period.....\$250.00

The fine shall be in addition to any applicable court costs or impoundment fees.

**SECTION XI.           Section 215.060, IMPOUNDMENT PROCEDURE, existing language is hereby deleted/repealed and new Section 215.060 is adopted to read as follows:**

**SECTION 215.060: - IMPOUNDMENT PROCEDURE**

A. The Animal Control Officer, his/her designated agent, or any Law Enforcement Officer, shall take up and impound any animal found in violation of this Chapter.

B. If within three (3) business days from the date any such animal is impounded, the owner of such animal shall appear and claim his/her animal, he/she shall pay to the JCGC Animal Shelter the sum of twenty dollars (\$20.00) to pay for the cost of impound, an additional sum per day for boarding fee at the rate of nine dollars (\$9.00) for each day such animal is impounded, and an additional sum of ten dollars (\$10.00) to pay the cost of dog vaccine and five dollars (\$5.00) for cat vaccine if there is no evidence the animal has been vaccinated upon its arrival to the shelter.

C. Upon payment of such fees and compliance with the licensing and provisions of this Chapter, the animal shall be returned to such owner. The City Clerk, in consultation with the Animal Control Officer and JCGC Animal Shelter Director, shall effectuate suitable procedures for the collection of fees and issuance of vouchers by the JCGC Animal Shelter, together with suitable procedures for disbursement of such fees as herein provided.

D. Any animal impounded under the provisions of this Chapter and not reclaimed by its owner within three (3) business days of its impoundment, may be disposed of, placed for adoption, or placed in rescue at the direction of the JCGC Animal Shelter.

~~E. A dog, cat, or other animal found running at large within the corporate city limits of the city, contrary to the provisions of Section 215.035, taken up by the officer or found by a member of the public may be impounded at the JCGC Animal Shelter. The officer shall make a record of all dogs or cats so impounded with their description, date of impoundment and rabies vaccination number. If, within three (3) business days from the date any dog or cat is impounded and the owner of such dog or cat shall appear and~~

~~claim his or her dog or cat, said dog or cat may be released upon payment of the following fees:~~

~~a. Impoundment fee for the first twenty-four (24) hour period or any part thereof in any calendar year.~~

~~1. First pickup and release - \$10.00~~

~~2. Second pickup and release - \$20.00; plus an additional fee of \$10.00 if the animal is not spayed or neutered.~~

~~3. Third pick up and release - \$30.00; plus an additional fee of \$15.00 if the animal is not spayed or neutered.~~

~~4. Each subsequent pickup and release - \$40.00; plus an additional fee of \$20.00 if the animal is not spayed or neutered. Owners may seek a refund of the additional fee if proof that the animal was spayed or neutered is presented to the Animal Shelter within thirty (30) days of release of the animal.~~

~~b. Board Fee: A daily boarding fees set by the JCGC Animal Shelter Board shall be paid for the cost of keeping the animal.~~

EE. The above described costs for impounding and keeping shall be paid to the JCGC Animal Shelter for any animal claimed by the owner. All impounding fees shall be paid to the JCGC Animal Shelter and no animal shall be released until the owner proves the animal, if a dog, cat or ferret, is currently immunized against rabies and currently licensed through the City. If any animal so impounded is not claimed by the owner thereof within three (3) business days of the date of such impounding, such animal shall become the property of the JCGC Animal Shelter.

F. If a dog is being hld as a potentially dangerous dog, the provisions of Section 215.045 shall control.

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**SECTION XII. New Section 215.063, ANIMAL FOSTER HOME / FOSTER CARE FACILITY, is hereby adopted to read as follows:**

**SECTION 215.063- ANIMAL FOSTER HOME / FOSTER CARE FACILITY**

A. Any state licensed animal shelter may implement a foster home / foster care program for private citizens.

B. That shelter must comply with licensing guidelines set forth by the state of Kansas.

C. The said shelter shall provide quarterly reports to the City Treasurer regarding:

1. The name and address of all persons licensed under the shelter's foster care program.

2. All animals presently placed in foster care and with whom those animals are placed.

3. The date in which each animal was placed at the fostering home.

**SECTION XII. SECTION XIII. New Section 215.065, ADOPTION PROCEDURE, is hereby adopted to read as follows:**

**SECTION 215.065: - ADOPTION PROCEDURE**

A. Any person adopting a pet from the JCGC Animal Shelter shall have the animal spayed/neutered by a licensed veterinarian within thirty (30) days, if the animal is an adult. If the animal is not an adult or if the animal cannot be neutered within the thirty (30) days because of valid medical reasons, said person shall have the animal neutered

within a time frame set by the operator of the animal shelter.

B. Any person adopting an animal from the JCGC Animal Shelter hereunder shall deposit a sum, as established by the animal shelter, with the operator of the shelter. The sum established shall not be less than the lowest, nor more than the highest, fee charged by veterinarians within the city for spaying or neutering dogs and cats. The deposit shall be refunded or paid directly to the veterinarian, when the operator is provided written documentation from said veterinarian that the neutering has been accomplished.

C. If said written documentation has not been provided to the operator within ten (10) days after the time frames set forth above, the deposit shall be forfeited to the county treasurer.

D. It shall be unlawful for any person who adopts an animal hereunder to fail to comply with this section, and the forfeiture of the deposit shall not prevent a prosecution hereunder.

**| SECTION ~~XIII~~XIV. Section 215.070, PROCEDURE ON DISEASED OR SUSPECT ANIMALS, existing language is hereby deleted/repealed and new Section 215.070 is adopted to read as follows:**

**SECTION 215.070: - PROCEDURE ON DISEASED OR SUSPECT ANIMALS**

A. If it shall be determined that any animal confined under the provisions of this Chapter is diseased, and by reason of such disease being transmissible to human beings or, in the case of rabies or ringworm, other animals, the Animal Control Officer or owner shall, upon notice thereof from the Health Officer with veterinary medical consultation, cause such animal to be properly treated by a veterinarian or destroyed; provided, that in the case of rabies exposure of animals, such as a dog, cat or other animal being bitten by a rabid skunk, such dog, cat or other animal may by the Health Officer be caused to be destroyed or confined for a period of not less than six (6) months to the satisfaction of the Municipal Court.

B. Any animal which bites a person shall immediately be quarantined at the JCGC Animal Shelter or at the owner's, keeper's, or harbinger's expense with a doctor of veterinary medicine of the owner's, keeper's, or harbinger's choosing, for a period of ten (10) days. The quarantine must be coordinated prior to the responding officer's departure from the scene or the animal shall be taken to the JCGC Animal Shelter until alternative arrangements are made with a licensed veterinarian's office for quarantine of the animal. When said animal is quarantined in a private veterinarian's office, the owner, keeper, or harbinger of such animal shall give notice to the JCGC Animal Shelter when such animal is released. Upon such release, the veterinarian shall mail a certificate showing the condition of the health of the animal to the JCGC Animal Shelter. If the animal is held at the JCGC Animal Shelter, the animal shall be examined at the end of the ten (10) day confinement by a licensed veterinarian. In all such cases of quarantine, the confinement shall be at the owner's, keeper's, or harbinger's expense. Any owner, keeper, or harbinger of any animal which bites a person who fails to quarantine said animal in accordance with the provisions of this Section, shall, upon conviction thereof, be deemed guilty of a Class A misdemeanor.

C. Sick or injured animals found or picked up by the Animal Control Officer will be evaluated and/or treated by a licensed veterinarian, who shall be designated by the JCGC Animal Shelter Director. Further, the JCGC Animal Shelter Director will arrange for a veterinarian to provide responsive treatment for animals maintained at the JCGC Animal Shelter during the three (3) business day holding period that become ill or show symptoms of injury.

D. Attending veterinarians shall have the authority to humanely destroy any animal

evaluated and/or treated under this Section of the Code that has a contagious disease or injury where such humane disposition is in the attending veterinarian's opinion the appropriate veterinary medical action.

E. The owner of a sick or injured animal taken to a veterinarian by the Animal Control Officer and/or the JCGC Animal Shelter is responsible for the payment of charges for veterinarian services related thereto. The owner shall reimburse the City of Junction City for all expenditures the City is required to pay for veterinary services rendered to the owner's animal under this Section.

**SECTION XIV. ~~New Section 215.065, KEEPING OF FOWL, CHICKENS AND DUCKS, is hereby adopted to read as follows:~~**

**~~SECTION 215.075: - KEEPING OF FOWL, CHICKENS AND DUCKS~~**

~~Except as provided within this Chapter no person shall own, keep, or harbor, on a temporary or permanent basis, any fowl within the City.~~

**SECTION XV. Section 215.080, ANIMAL CONTROL OFFICER, existing language is hereby deleted/repealed and new Section 215.080 is adopted to read as follows:**

**SECTION 215.080: - ANIMAL CONTROL OFFICER**

A. The Chief of Police shall appoint an Animal Control Officer who shall perform all such duties as may be prescribed by any ordinance of the City or order of the Governing Body of the City with respect to animals, and shall see that all ordinances, regulations and Statutes pertaining to animals are duly and properly observed and enforced.

B. ~~It shall be the duty of the~~ Animal Control Officer, at the discretion of the Chief of Police, shall to keep or cause to be kept, accurate and detailed records of impoundment and disposition of all animals coming into his/her custody; all bite cases reported to him/her and investigation of the same; and records of all monies received under this Chapter, which shall be open to inspection at reasonable times by persons responsible for similar records of the City.

C. It shall further be the duty of the Animal Control Officer, or anyone having the authority of Animal Control Officer, including but not limited to Law Enforcement Officers, or the Health Officer to enforce the terms and provisions of this Chapter. Said officers are authorized to issue citations to the owner or custodian of and/or impound any animal found in violation of the terms of this Chapter.

D. The Animal Control Officer shall work under the immediate supervision and direction of the Police Department.

**SECTION ~~XVII~~XVI. Section 215.090, INTERFERENCE WITH THE DUTY OF THE ANIMAL CONTROL OFFICER, HEALTH OFFICER, OR POLICE OFFICER, existing language is hereby deleted/repealed and new Section 215.090 is adopted to read as follows:**

**SECTION 215.090: - INTERFERENCE WITH THE DUTY OF THE ANIMAL CONTROL OFFICER, HEALTH OFFICER, OR POLICE OFFICER**

A. It shall be unlawful for any person to refuse to identify himself/herself by his/her correct name and address when asked to do so by the Animal Control Officer, Health Officer, or Police Officer, when such officer or representative has probable cause to believe that this person has violated a Section of this Chapter.

B. It shall be unlawful for any person to interfere with, molest, injure or prevent the Animal Control Officer, Health Officer, or Police Officer, in the lawful discharge of duties as herein prescribed.

| **SECTION ~~XVIII~~XVII.** Section 215.100, ENFORCEMENT, existing language is hereby deleted/repealed and new Section 215.100 is adopted to read as follows:

**SECTION 215.100: - ENFORCEMENT**

This Chapter shall not apply to:

1. A public or privately owned zoo maintained or operated by a non-profit organization or government entity.
2. Hospitals, clinics and other premises operated by licensed veterinarians for the care and treatment of animals.

| **SECTION ~~XXVIII~~XVIII.** Section 215.110, PENALTY, existing language is hereby deleted/repealed and new Section 215.110 is adopted to read as follows:

**SECTION 215.110: - PENALTY**

Unless specifically designated, any person violating any of the provisions of this Chapter is guilty of a misdemeanor and upon conviction thereof shall be punished as provided by Section 200.010 of Article V, Chapter 100, Title I of this Code.

| **SECTION ~~XXIX~~XIX.** This ordinance shall be in full force and effect from and after its adoption and publication once in the Junction City Daily Union, as provided by law.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Cecil Aska, Mayor

ATTEST:

\_\_\_\_\_  
Tyler Ficken, City Clerk

## ORDINANCE NO. 1134

### **AN ORDINANCE OF THE CITY OF JUNCTION CITY, KANSAS, REPEALING CHAPTER 215 OF TITLE II THE CODE OF THE CITY OF JUNCTION CITY IN ITS ENTIRETY, AND ADOPTING SUBSTITUTE PROVISIONS IN PLACE THEREOF, FOR THE OPERATION OF THE CONTROL OF ANIMALS.**

**WHEREAS**, the City Commission of the City of Junction City, Kansas, has reviewed the provisions of Title II (Public Health, Safety and Welfare), Chapter 215 (Animals), of the Municipal Code of the City of Junction City, Kansas, and determined certain amendments should be made therein;

**WHEREAS**, the City Commission has sought advice from officials with the City, from officials with the appropriate agencies within the City and Geary County, Kansas, and from the public concerning the policies and language within said sections of the Municipal Code; and

**WHEREAS**, the City Commission, following review and discussion of said advice, finds it is in the interests of the City to amend said sections of the Municipal Code.

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS:**

**SECTION I.           Section 215.010, DEFINITIONS, existing language is hereby deleted/repealed and new Section 215.010 is adopted to read as follows:**

#### **SECTION 215.010: - DEFINITIONS**

The following words when used in this Chapter shall have the meanings set out herein:

**ADEQUATE FEED:** Means supplying at regular intervals a quantity of wholesome foodstuff, suitable for the animal species and age, and sufficient to maintain a reasonable level of nutrition in each animal.

**ADEQUATE WATER:** Means a supply of clean, fresh, potable water supplied in a sanitary manner and either continuously accessible to each animal or supplied at intervals suitable for the animal species.

**ANIMAL CONTROL OFFICER(S):** The person(s) designated by the Chief of Police to act for the City of Junction City, Kansas, in the impoundment of animals, control of animals running at large and as otherwise required in this Chapter.

**ANIMAL BREEDER:** Means any person who operates a premise where all or part of six (6) or more litters of dogs or cats, or both, or 30 or more dogs or cats, or both, are sold, or offered or maintained for sale, primarily at wholesale for resale to another.

**ANIMAL SHELTER:** Means a facility which is used or designed for use to house, contain, impound or harbor any seized stray, homeless, relinquished or abandoned animal or a person who acts as an animal rescuer, or who collects and cares for unwanted animals or offers them for adoption. Animal shelter also includes a facility of an individual or organization, profit or nonprofit, maintaining 20 or more dogs or cats, or both, for the purpose of collecting, accumulating, amassing or maintaining the animals or offering the animals for adoption. Junction City/Geary County Animal Shelter, shall be referred to as JCGC Animal Shelter throughout this Section.

**ANIMALS:** All vertebrate and invertebrate animals such as, but not limited to, bovine cattle, horses and other equines, hogs, goats, rabbits, sheep, chickens, ducks, geese, turkeys, pigeons and other fowl, or wild mammals, reptiles, fish or birds that have been

tamed, domesticated or captivated.

**BITE:** Any actual or suspected abrasion, scratch, puncture, tear, bruise, or piercing of the skin caused by any animal, which is actually or suspected of being contaminated or inoculated with the saline from the animal, directly or indirectly, regardless of the health or vaccination history of the animal causing such bite.

**CAT:** Means an animal which is wholly or in part of the species *Felis Domisticus*.

**CHIEF OF POLICE:** The duly appointed, highest ranking officer in charge of the Junction City Police Department or his/her authorized representative.

**CUSTODIAN:** Any person charged with responsibilities of feeding, caring for, and keeping an animal which such person is not the owner.

**DANGEROUS DOG:** As defined in Section 215.045.

**DOG:** Means any animal which is wholly or in part of the species *Canis Familiaries*.

**DOMESTIC ANIMALS:** Those which by their long association with man are tame and gentle, and are now reduced to such a state of subjection to his/her will that they no longer possess the disposition or inclination to escape. Those which are bred for and adapted to living dependently in an urban setting.

**DOMESTICATED BIRDS:** Means birds of the parrot family and finch family to include parrots, cockatoos, cockatiels, canaries and other similar domestic household birds.

**EXOTIC ANIMAL:** Any animal not indigenous to North America and animals of any species the majority of whose population are feral.

**FOSTER HOME:** Means a type of shelter consisting of the premises of an individual who provides temporary care (less than 365 days) for one or more animals owned by a shelter that is licensed by the state of Kansas. Fosters must be formally sponsored by a Kansas licensed shelter.

**FOWL:** Means those domestic birds commonly kept for production of meat, eggs, or feathers. For the purposes of this Chapter, fowl shall include, but not be limited to, chickens, ducks, turkeys, geese, swans, peafowl, guinea fowl, ostriches, and emus.

**HARBORING:** Any person who shall allow any animal to habitually remain or lodge or to be fed within his/her home, store, yard, enclosure or place of business or any other premises in which he/she resides or controls shall be considered as keeping and harboring such animal within the meaning of this Chapter.

**HEALTH OFFICER:** The Director of the Junction City - Geary County Health Department or his/her authorized representative, veterinarians, or public health sanitarians in the employ of the Junction City - Geary County Health Department.

**HOBBY BREEDER:** Means any premises where all or part of 3, 4, or 5 litters of dogs or cats, or both, are produced for sale or sold, offered or maintained for sale. This provision applies only if the total number of dogs or cats or both, sold, offered or maintained for sale is less than 30 individual animals.

**HUMANE TREATMENT:** Humane treatment shall mean manner of care including, but not limited to, protection from harm, providing of shelter with adequate protection from the elements, ventilation, sanitation, and appropriate food and potable water consistent with the requirements and habits of the animal's species, type, size, age and condition.

**INHUMANE TREATMENT:** Any treatment to any animal which deprives the animal of necessary sustenance, including food, water and protection from weather or any treatment of any animal such as overloading, over working, tormenting, beating, mutilating or teasing or other abnormal treatment as may be determined by the Animal Control Officer.

**KENNEL:** Means any premises where four (4) or more dogs or cats, or both, are maintained in any one week for boarding, training, or similar purposes for a fee or compensation.

**LICENSE COLLECTOR:** The duly appointed Treasurer of the City of Junction City or his/her authorized representative.

**OFFICER:** Officer shall mean City Animal Control Officer or City Police Officer.

**OWN: or OWNING:** Own or owning shall mean to keep, maintain, possess, control, sell, trade, or buy.

**OWNER:** Any person who harbors, keeps, possesses, or owns an animal and/or has a license to keep the animal. A parent or legal guardian shall be deemed to be an owner, keeper or harbinger of animals owned, kept or harbored upon their premises by minor children who are less than 18 years of age. Such term shall also include any person who exercises control over or is in possession of any such animal.

**PERSON:** Any individual, firm, association, joint stock company, syndicate, partnership or corporation.

**PET SHOP:** Means any premises where there are sold, or offered, or maintained for sale, at retail and not for resale to another: any dogs, cats, or any other animals, except those which are produced and raised on such premises and are sold, offered, or maintained for sale, by a person who resides on such premises.

**RETAIL BREEDER:** Means any premises where all or part of six (6) or more litters or 30 or more dogs or cats, or both, are sold, or offered or maintained for sale, primarily at retail and not for resale to another.

**SANITIZE or SANITARY:** Means to make physically clean and to remove and destroy, to a practical minimum, agents injurious to health, at such intervals as necessary.

**SPAY or NEUTER:** Spay or neuter shall mean to surgically render permanently incapable of producing offspring, by a licensed veterinarian.

**SHELTER:** All pens, houses, or fenced enclosures where animals are confined, such as, but not limited to, hutches, cotes, lofts, kennels, warrens, feed lots, barns, stables, or other buildings or enclosures.

**VETERINARIAN:** A licensed doctor of veterinary medicine.

**WILD ANIMALS:** A living mammal or marsupial which is normally found in the wild state, but shall not include a farm animal.

**SECTION II.                   Section 215.020, RIGHT OF ENTRY, existing language is hereby deleted/repealed and new Section 215.020 is adopted to read as follows:**

**SECTION 215.020: - RIGHT OF ENTRY**

It shall be a violation of this Chapter to deny the Police Department or the Animal Control Officers or their duly authorized representatives the right of access and entry upon private property at any reasonable time for the purpose of making inquiry and inspection to determine living conditions, safety, well-being of household pets, and violations of this Chapter.

**SECTION III.                   Section 215.030, CRUELTY TO ANIMALS, existing language is hereby deleted/repealed and new Section 215.030 is adopted to read as follows:**

**SECTION 215.030: - CRUELTY TO ANIMALS**

A.       It is unlawful for any person to willfully or maliciously kill, maim, disfigure, torture, taunt; beat with a stick, chain, club or other object; burn or scald with any substance; mutilate; over-drive or otherwise cruelly set upon any animals, except that reasonable force may be employed to drive off vicious or trespassing animals.

B.       It is unlawful for any person to drive or work any animal cruelly or cruelly work any maimed, mutilated, infirm, sick, or disabled animal, or cause, allow, or permit the same to be done.

C.       It is unlawful for any person to fail, refuse, or neglect to provide any animal in his/her charge or custody, as owner or otherwise, with proper and adequate food, drink, shade, care, shelter, adequate exercise area and opportunity, or other care as is needed for the health or well-being of such animal, or to carry any animal in or upon any vehicle in a cruel or inhumane manner.

1. Any animal kept outside shall be provided with a structurally sound, weather-proof enclosure, large enough to accommodate the animal.

2. All shelters, pens, and yards shall be so located that adequate drainage is obtained, normal drying occurs, and standing water is not present.

3. All shelters and board fences confining animals shall be maintained in good repair, and all shelters and board fences confining animals are subject to residential and commercial classification and shall be protected from deterioration by painting or comparable treatment.

4. Barbed wire fences shall not be permitted.

5. All premises on which animals are kept shall be subject to inspection by the Animal Control Officer, duly authorized law enforcement officer, or public health official. If the officer or official determines from such inspection that the premises are not being maintained in a clean and sanitary manner, he or she shall notify the owner of the animals in writing to correct the sanitation and shelter deficiencies within 24 hours after notice is served on the owner. Any animal kept under any condition which could endanger the public or animal health or create a health nuisance may be impounded. Animals shall be released after fees are paid and cause for impoundment has been corrected.

D.       It is unlawful for any person to abandon any animal within the corporate limits of the City of Junction City, Kansas.

E.       It is unlawful for any person by any means to make accessible to any animal, with the intent to cause harm or death, any substance which has in any manner been treated or prepared with a harmful or poisonous substance unless for the control of vermin of significance to the public health.

F.       It is unlawful for any person to leave an animal confined in a motor vehicle under weather conditions that endangers its life; that is, whenever the outside temperature is eighty degrees Fahrenheit (80°F) or higher. Whenever any animal is found confined in a motor vehicle in a public place under weather conditions that endangers its life, the Animal Control Officer may, with assistance from the Police, enter such vehicle and rescue such animal and impound it. A prominent written notice shall be left on or in the vehicle advising that the animal has been removed under the authority of this section and

impounded.

G. *Neglect.*

1. Whenever it comes to the attention of the Animal Control Officer, Law Enforcement Officer or the Health Officer, that any animal is or will be without proper care because of injury, illness, incarceration or other voluntary absence of the owner or person responsible for the care of such animal, or which clearly shows evidence of cruelty, said officer or representative may take such animal into custody upon either public or private land. Said officer, representative or a veterinarian may inspect, care for or treat such animal or place such animal in the care of a licensed veterinarian for treatment, boarding or other care or, if it appears as determined by a veterinarian that the animal is diseased or disabled beyond recovery for any useful purpose, for humane killing.

2. Expenses incurred for the care, treatment or boarding of any animal, taken into custody pursuant to this Chapter, pending prosecution of the owner or custodian of such animal for the crime of cruelty to animals, as defined herein, shall be assessed to the owner or custodian as a cost of the case if adjudicated guilty of such crime.

H. Every operator of a motor or other self-propelled vehicle upon the streets and ways of the City of Junction City shall immediately upon injuring, striking, maiming or running down any animal, give such aid as reasonably able to be rendered. In the absence of the owner, he/she shall immediately notify the Animal Control Officer, Law Enforcement Officer, the Health Officer, or the Junction City Police Department, furnishing sufficient facts relative to such injury. It is the duty of such operator to remain at or near the scene until such time as the appropriate authorities arrive, and upon the arrival of said person, such operator shall immediately identify himself/herself to the appropriate authorities. The authority that is notified under this Section shall promptly respond to the notification by immediately dispatching the appropriate aid to the place where the injured animal is located. Alternately, in the absence of the owner, a person may give aid by taking the animal to a veterinary hospital or the JCGC Animal Shelter. Emergency vehicles are excluded from this provision.

I. It is unlawful for any person to promote, stage, hold, manage, conduct, carry on or attend any game, exhibition, contest or fight in which one (1) or more animals are engaged for the purpose of injuring, killing, maiming or destroying themselves or any other animal.

J. It is unlawful for any person to have, keep or harbor any animal which is infected with any dangerous, incurable, painful, or crippling condition except as hereinafter provided. The Municipal Court Judge may order a person convicted under this Section to turn the animal involved over to the Animal Control Officer. All such animals taken by the Animal Control Officer may be destroyed humanely as soon thereafter as is conveniently possible. This Section shall not be construed to include veterinary hospitals or animals under active veterinary care.

K. It is unlawful for any person to attach chains or other tethers, restraints, or implements directly to a dog without the proper use of a collar, harness, or other device designed for that purpose and made from a material that prevents injury to the animal. No person shall:

1. Continuously tether a dog for more than 15 minutes unless a person is present at the premises; or
2. Use a tether or any assembly or attachments thereto to tether a dog that shall weigh no more than 1/8 of the animal's body weight, or due to weight, inhibit the free movement of the animal within the area tethered; or
3. Tether a dog in such a manner as to cause injury, strangulation, or entanglement of the dog on fences, trees, or other man made or natural obstacles.

L. It shall be unlawful for any person to use any trap, cage, snare or bait to catch, kill, maim, destroy, or otherwise take any animal within the city without the permission of the Chief of Police. This subsection shall not apply to common household pests, including, but not limited to rats, mice, bats or moles. The Chief of Police or designated agent may authorize private citizens to trap, cage, snare or bait animals within the city where such authorization will aid city, county, state, and federal animal or game control officers in the performance of their appointed duties. This does not apply to animal control officers as designated by the City.

M. It shall be unlawful for any person to possess, display, sell or to give away any ducklings, chicks, fowls, or rabbits as pets, playthings, novelties, gifts, for advertising or sales promotional purposes, or to suffer or cause such animals or fowl to be dyed, colored or in any way artificially treated.

N. The provision of this Section shall not apply to:

1. Normal or accepted veterinary practices;
2. Bona fide experiments carried on by commonly recognized research facilities;
3. Killing, attempting to kill, trapping, catching or taking of any animal in accordance with the provisions of Chapter 32 of Chapter 47 of the Kansas Statutes Annotated;
4. Rodeo practices accepted by the Rodeo Cowboys' Association;
5. The humane killing of an animal which is diseased or disabled beyond recovery for any useful purpose, or the humane killing of animals for population control;
6. With respect to farm animals, normal or accepted practices of animal husbandry;
7. The killing of any animal by any person at any time which may be found outside of the owned or rented property of the owner or custodian of such animal and which is found injuring or posing a threat to any person, farm animal or property; or
8. An Animal Control Officer trained by a licensed veterinarian in the use of a tranquilizer gun, using such gun with the appropriate dosage for the size of the animal, when such animal is vicious or could not be captured after reasonable attempts using other methods.

O. This Section shall not apply to any person exposing poison upon their premises for the purpose of destroying wolves, coyotes or other predatory animals.

**SECTION IV. New Section 215.035, ANIMAL(S) PROHIBITED TO RUN AT-LARGE; PENALTIES, is hereby adopted to read as follows:**

**SECTION 215.035: - ANIMAL(S) PROHIBITED TO RUN AT-LARGE; PENALTIES.**

A. An animal shall be deemed to be running at large when not confined within a fenced enclosure or enclosed shelter or under the control of a person, either by lead, cord, rope, or chain, provided that an animal may be considered confined if it is on a leash, rope, or chain which is securely fastened or picketed in a manner which is sufficient to keep the animal on the premises.

B. Any owner, harbinger or custodian of any animal found running at large within the corporate limits of the City shall be deemed guilty of an infraction. Knowledge or intent on the part of the owner, harbinger or custodian shall not be elements of this offense. An animal shall not be deemed to be running at large if:

1. The animal has an operating electronic collar and is under the charge, care or control, of its owner or keeper who is operating an electronic pet containment system or electronic training system for the animal. Notwithstanding this subsection, all

animals on the public right-of-way in the Commercial Downtown area must be kept on a leash or chain under the physical control of its owner or keeper.

2. The animal is a dog and, under the supervision of its owner or keeper, is using a City off-leash dog park.

C. Any animal on property without the permission of the property owner shall be deemed to be at large and the owner of such animal shall be in violation of this Section.

D. Any cat that is on the property of its owner or keeper shall not be deemed to be running at large in the City.

E. Any person found guilty of animal at large, as defined herein, shall be fined as follows:

1. First offense within a twelve (12) month period.....\$30.00
2. Second offense within a twelve (12) month period.....\$40.00
3. Third offense within a twelve (12) month period.....\$60.00
4. Fourth and subsequent offense within a twelve (12) month period .... \$100.00

The fine shall be in addition to any applicable court costs or impoundment fees.

F. An officer may pursue and capture any animal, including a dog or cat, found to be running at large as defined in this Section. The officer shall have the authority to enter upon private property to effectuate capture. However, the officer shall not enter into any secured fenced area or structure located upon private property.

G. Any dog, cat, or other animal found running at large within the corporate limits of the city, contrary to the provisions of Section 215.035 may be subject to the impoundment procedures and provisions of Section 215.060.

**SECTION V. New Section 215.036, HABITUAL VIOLATOR; ANIMAL AT-LARGE AND PENALTIES, is hereby adopted to read as follows:**

**SECTION 215.036: - HABITUAL VIOLATOR; ANIMAL AT-LARGE AND PENALTIES.**

It shall be a separate offense for any person to receive four (4) or more citations for violation of animal at-large within a twelve (12) month consecutive period. Such person shall be cited as a habitual violator. Any person found guilty of this Section shall be guilty of a Class C Misdemeanor and fined a minimum of \$100.00 and a maximum of \$500.00 and may be sentenced up to thirty (30) days in jail. A person cited for this Section shall be required to appear in municipal court. It shall be a defense to an alleged violation of this Section for the defendant to have been adjudged not guilty, or the charge dismissed, of Section 215.035.

**SECTION VI. New Section 215.037, AGGRESSIVE ANIMAL AT-LARGE DEFINED; PENALTIES, is hereby adopted to read as follows:**

**SECTION 215.037: - AGGRESSIVE ANIMAL AT-LARGE DEFINED; PENALTIES.**

A. An "aggressive animal at large" means any animal at large that without provocation, exhibits aggression or combativeness toward a person or another domestic animal, whether or not said person or animal is attacked, bitten, or scratched by the aggressive animal at large.

B. Any person found guilty of animal at large as defined in Section 215.035, where

such animal is an aggressive animal shall be deemed guilty of a Class C Misdemeanor and sentenced as follows:

1. First offense within a twelve (12) month period, \$30.00 fine, or by imprisonment for not more than 10 days, or by both such fine and imprisonment;
2. Second offense within a twelve (12) month period, \$40.00 fine, or by imprisonment for not more than 10 days, or by both such fine and imprisonment;
3. Third offense within a twelve (12) month period, \$60.00 fine, or by imprisonment for not more than 14 days, or by both such fine and imprisonment;
4. Fourth and subsequent within a twelve (12) month period, \$100.00 fine, or by imprisonment for not more than 30 days, or by both such fine and imprisonment.

The Municipal Judge shall have no authority to suspend the fine or any portion thereof of the fine established by this Section. The fine shall be in addition to any applicable court costs or impoundment fees.

**SECTION VII.                    New Section 215.038, HABITUAL VIOLATOR; AGGRESSIVE ANIMAL AT-LARGE AND FINES, is hereby adopted to read as follows:**

**SECTION 215.038: - HABITUAL VIOLATOR; AGGRESSIVE ANIMAL AT-LARGE AND FINES**

A.        It shall be a separate offense for any person to receive four (4) or more citations for violation of Section 215.037 within a twelve (12) month consecutive period. Such person shall be cited as a habitual violator. Any person found guilty of this Section shall be guilty of a Class B Misdemeanor and fined a minimum of \$250.00 and a maximum of \$1,000.00 and may be sentenced up to six (6) months in jail. A person cited for this Section shall be required to appear in municipal court. It shall be a defense to an alleged violation of this Section for the defendant to have been adjudged not guilty, or the charge dismissed, of Section 215.037.

**SECTION VIII.                Section 215.040, CONTROL OR PROTECTION OF ANIMALS IN GENERAL, existing language is hereby deleted/repealed and new Section 215.040 is adopted to read as follows:**

**SECTION 215.040: - CONTROL OR PROTECTION OF ANIMALS IN GENERAL**

A.        The owner of any animal shall be in violation of this Article and subject to the penalties prescribed herein if any such animal damages property not belonging to the owner.

B.        It is unlawful for any person to:

1. Keep or harbor any fowl within the corporate limits of the City. Emus in the City of Junction City at the time of enactment of this ordinance shall be deemed "grandfathered" during the remainder of the life of such animals, and such animals shall not be replaced when dead.
2. Break or train any horse or other animal on or within the reach of any street, sidewalk or other public place within the corporate limits of the City, except as authorized and/or under the direction of the City's Recreation Department.
3. Picket any horse, cow or other animal within reach of any street, sidewalk or other public place within the corporate limits of the City.

4. Intentionally kill any squirrel, skunk or any bird within the corporate limits of the City, provided that it shall be permissible for the Chief of Police or Animal Control Officer, through instruction from the Health Officer, to kill squirrels, skunks or birds that have become so numerous as to cause destruction or nuisance to property or in the event of disease occurring among such squirrels, skunks or birds that may be considered contagious to human beings.
5. Interfere with or molest a dog used by the Police Department of the City in the performance of the functions or duties of such Department.
6. Keep or harbor any animal which by loud, frequent or habitual barking, howling, yelping or other noise or action tends reasonably to disturb any person or neighborhood within the corporate limits of the City.
7. Keep or harbor a dangerous or vicious dog within the corporate limits of the City. An animal is considered dangerous or vicious as defined in Section 215.045.
8. No person shall own or harbor any dog for the purpose of dog fighting or train, torment, badger, bait or use any dog for the purpose of dog fighting or for the purpose of causing or encouraging the dog to engage in unprovoked attacks upon human beings or domestic animals.
9. Allow unspayed female dogs to be away from confinement or premises of the owner, except on a lead and under control of an adult person, when such dogs are in season.
10. Keep or harbor a dog, cat, or ferret over five (5) months of age within the corporate limits of the City without such animal having a current vaccination against rabies performed by a veterinarian and securing an annual license. Rabies vaccination is hereby considered current for twelve (12) months for killed tissue vaccination and 3 years for a live virus vaccination; provided that vaccination may not be required if the owner of such animal will exhibit to the License Collector a statement from a veterinarian certifying that such vaccination would be injurious to such animal due to the condition of its health. Any person owning a dog, cat or ferret within the City limits shall cause said animal to wear a collar or harness at all times, when off the premises of said owner, to which shall be attached a current tag reflecting that the animal is vaccinated against rabies.
11. Sell or offer for sale, barter, give away or use as an advertising device or promotional display living baby chicks, rabbits, ducklings or other fowl under two (2) months of age, unless being sold by a business at a permanent location and there is a prominent sign at the point of sale indicating that chickens, ducks or other fowl may not be kept within the limits of the City of Junction City.
12. Sell or offer for sale or barter puppies or kittens unless being sold by a business at a permanent location or unless being sold or bartered from the home of the owner of the dame which had the litter from which came the puppies or kittens. Nothing in this Section shall be construed so as to prevent the JCGC Animal Shelter or any other licensed animal shelter from selling puppies or kittens in accordance with such entities' adopted policies.
13. Allow animal waste to accumulate to the extent that it becomes a health hazard to any animal, any person or the public. Any accumulation of animal waste, when not immediately removed or discarded in a sanitary manner, is considered to be a potential health hazard, i.e., feces accumulation in homes, confined yards, pens, hutches, etc. "*Immediate*" in this instance is defined as waste accumulation of not more than one (1) days' duration.
14. Allow dog waste deposited upon the streets or public areas of Junction City or the private property of persons, not the owner of the dog, to remain upon said street or property without being removed by the owner of the dog as soon as the owner

becomes or is made aware of the waste.

15. Allow any odors to emanate from any animal kept or harbored on the premises or to allow any odors to emanate from any feces or urine on the premises, any of which odors reasonably tend to offend any person.

16. Except as authorized in Section 405.010 of this Code, to keep, harbor, breed or slaughter any hogs, pigs, donkeys, mules, goats, sheep, burros, cattle or horses within the corporate limits of the City; provided that nothing herein shall prevent the bringing of such animals to any stockyard, auction, community sale, stock pavilion, slaughterhouse or packing house for the purpose of sale, shipment, show or commercial slaughter or packing; provided further that such animals are kept, harbored or fed in accordance with the regulations promulgated by the Office of Livestock Commissioner of the State of Kansas as set forth in Chapter 47, Article 10 of Kansas Statutes Annotated and amendments thereto. Animals intended for slaughter outside the City limits may not be harbored in the City except as authorized by this Subparagraph.

17. Keep or maintain, sell or offer for sale, barter or give away exotic animals within the corporate limits of the City; provided this Section shall not apply to: tropical or other fishes; birds; except those prohibited by Federal or State law: small rodents such as gerbils, rats, mice, hamsters, guinea pigs, chinchillas, mink, nutria and similar fur-bearing mammals; non-poisonous amphibians and reptiles, not including monitor lizards, alligators, caiman and crocodiles; provided further, that this Section does not apply to educational or zoological institutions. The provisions of this Subparagraph shall not apply to dogs and cats.

18. Keep, harbor, own or in any way possess within the City limits of the City of Junction City, Kansas, any pit bull dog. "*Pit bull dog*" is defined to mean:

- (A) The Staffordshire Bull Terrier breed of dog.
- (B) The American Pit Bull Terrier breed of dog.
- (C) The American Staffordshire Terrier breed of dog.
- (D) Any dog which has the appearance and characteristics of being predominantly of the breeds of Staffordshire Bull Terrier, American Pit Bull Terrier, American Staffordshire Terrier or any combination of these breeds.

19. Keep or harbor on a chain, rope or other type of leash any dog in such manner as to allow the animal to have access to any public sidewalk or public alley or utility right-of-way or any utility meter.

20. Keep or harbor on a chain, rope or other type of leash any dog in such a manner as to interfere with a person's access to the front door of a residence.

21. Keep, harbor, own or in any way possess within the City limits of the City of Junction City, Kansas, any coyote, wolverine or wolf or any breed of dog which is in any part mixture of dog and coyote, or dog and wolverine, or dog and wolf or any dog hybridized with wild canines

22. Keep, harbor, own or in any way possess within the City limits of the City of Junction City, Kansas, any cat hybridized with wild felines.

23. Keep, harbor, own or in any way possess with the City Limits of the City of Junction City venomous snakes or lizards.

24. Possess more than five (5) of each of the following licensable animals, with a cumulative total of said animals not to exceed ten (10) per residence:

- (A) Domesticated dogs, with the exception of Pit Bulls defined within this chapter
- (B) Domesticated cats.

- (C) Domesticated rodents.
- (D) Domesticated European ferrets.
- (E) Domesticated hedgehogs.

25. Possess more than three (3) rabbits per residence.

C. Animals excluded from applicable prohibitions under Section B are:

- 1. Domesticated birds as defined.
- 2. Non-venomous snakes less than eight (8) feet in length, except that such snakes shall be required to be maintained on the owner's premises or property.
- 3. Non-venomous lizards.
- 4. Turtles, except for species protected by state or federal law.
- 5. Amphibians.
- 6. Fish.
- 7. Invertebrates.
- 8. Any animal in the ownership of a veterinary clinic operated by a licensed veterinarian, any animal in the ownership of a person designated and licensed as an animal rehabilitator by the Kansas Wildlife and Parks Department, any animal in the ownership of a person temporarily transporting such animal through the City, and any animal in the ownership of a bona fide medical institution or accredited educational institution.
- 9. Any animal exhibited for sale, show, or other temporary purpose at the Geary County Fairgrounds.
- 10. Any animal temporarily owned, kept or harbored by a facility or individual person licensed by the Kansas Animal Health Department or by the City for the purpose of impounding, sheltering, or caring for animals, including licensed animal shelters, kennels, and foster homes.

D. Grandfather Clause. Animals at a residence in the City of Junction City at the time of enactment of this ordinance in violation of the limits set forth in Sections 215.040(B)(24) and (25) shall be deemed "grandfathered" during the remainder of the life of such animals, and shall not be replaced when dead if such replacement would result in such limits being exceeded. Any person who possesses animals in excess of such limits shall, within sixty (60) days of the effective date of this ordinance, register all such animals with the Junction City Police Department under procedures as set forth by the Chief of Police on forms provided by the Police Department and shall include acceptable photographs provided by the possessor of said animals for identification.

**SECTION IX. New Section 215.045, DANGEROUS DOG, is hereby adopted to read as follows:**

**SECTION 215.045: - DANGEROUS DOG**

A. Definition. "Dangerous dog" shall mean any of the following:

- 1. Any dog with a known propensity, tendency or disposition to attack, to cause injury, or otherwise threaten the safety of human beings or domestic animals; or
- 2. Any dog which, in a vicious or threatening manner, approaches any person in apparent attack upon the person while on the streets, sidewalks, or any public grounds or places; or on private property other than on the property of the owner; or

3. Any dog which, unprovoked, attacks or bites, or has attacked or bitten a human being or domestic animal; or
  4. Any dog owned or harbored primarily for the purpose of dog fighting shall only be considered dangerous if the dog is evaluated and dangerousness is concluded by a licensed veterinarian or an individual with experience in evaluating dogs seized in similar cruelty cases.
  5. Notwithstanding the definition of a "dangerous dog," above, no dog may be declared dangerous if any injury or damage is sustained by a person or animal who, at the time such injury or damage was sustained, was committing a willful trespass or other tort upon premises occupied by the owner or keeper of the dog, or was teasing, tormenting, abusing or assaulting the dog or was committing or attempting to commit a crime.
  6. No dog may be declared dangerous if an injury or damage was sustained by a domestic animal which at the time such injury or damage was sustained was teasing, tormenting, abusing or assaulting the dog. No dog may be declared dangerous if the dog was protecting or defending a human being or if the dog was protecting or defending her litter of offspring or offspring of the owner's property, within the immediate vicinity of the dog, from an attack or assault.
  7. Nothing in this Section shall be deemed to regulate or prohibit the lawful maintenance and use of dogs by law enforcement agencies or include actions by a law enforcement dog while on duty or while performing duties.
- B. In the event that an Animal Control Officer or law enforcement officer has probable cause to believe that a dog is dangerous, as defined above, the Animal Control Officer or law enforcement officer may seize and impound such animal at the animal shelter unless the owner agrees to impound the animal at the owner's expense at any veterinarian within the city until the conclusion of any impending municipal court charge regarding the animal. If an animal is ordered to be impounded pursuant to this subsection, the person who owns, harbors, keeps or possesses such animal shall be entitled to a hearing in the municipal court within 14 days of such impoundment to review the propriety of such impoundment and whether a bond may be posted. Impoundment expenses shall be assessed as court costs against a convicted owner and any bond may be applied to such costs.
- C. Any police officer or animal control officer of the city is authorized to issue a uniform complaint and notice to appear to any person who own, harbors, keeps or possesses a dangerous dog when such officer has probable cause of an act or acts which are made unlawful by the provisions of this Section.
- D. The owner shall annually register the dangerous dog with the city. The owner shall pay a \$50.00 annual registration fee to register the animal.
- E. All dangerous dogs shall be confined in a secured enclosure. It shall be unlawful for any owner to maintain a dangerous dog upon any premises that does not have a secured enclosure. It shall be unlawful for any owner to allow a dangerous dog to be outside of the dwelling of the owner or outside the secured enclosure unless it is necessary for the owner to obtain veterinary care for the dangerous dog or for the limited purposes of allowing said dangerous dog to urinate or defecate or to sell or give away the dangerous dog or respond to such orders of law enforcement officials as may be required. In such event, the dangerous dog shall be securely muzzled and restrained with a leash not exceeding four (4) feet in length, and shall be under the direct control and supervision of the owner of the dangerous dog. The muzzle shall be made and used in a manner that will not cause injury to the dog or interfere with its vision or respiration, but shall prevent it from biting any human or animal.
- F. All dangerous dogs shall be spayed or neutered by a licensed veterinarian at the

owner's expense before being released to the owner.

G. Dangerous Dog At- Large. Any dog that has been found to be a dangerous dog, or vicious dog under this Section, that is not confined or registered as required shall be impounded by an animal control officer or a law enforcement officer. Upon conviction, in addition to all costs for impoundment, the owner or keeper shall pay a fine of at least \$250.00 but not more than \$500.00. For a second offense within twelve (12) months, in addition to the impoundment fees, the owner or keeper shall pay a \$500.00 fine and the animal control officer or law enforcement officer is empowered to impound the dog, and the dog shall be destroyed.

H. Dangerous Dog- Attack on Human. If any dangerous dog or vicious dog as previously defined in this Section, shall attack, assault, wound, bite, or otherwise injure or kill, or assist in such injury or killing, a human being, upon a conviction, the owner shall pay a fine of at least \$500.00 and not more than \$1000.00, the animal control officer or law enforcement officer is empowered to impound the dog, and the dog shall be destroyed. All costs associated with rabies testing of the animal shall be assessed to the animal owner.

I. Dangerous Dog-Attack on Other Animal. If any dangerous dog or vicious dog as previously defined in this Section, shall kill or wound, or assist killing or wounding, any domestic animal, upon conviction the owner shall pay a \$250.00 fine. The animal control officer or law enforcement officer is empowered to impound the dog, and the dog shall be destroyed.

J. It shall be an affirmative defense to subsection (H) and (I) of this section that the dog was provoked, teased, injured, and was protecting itself, its owner, its offspring or another human being.

K. The impounded dog shall not be destroyed pending any appeals of convictions under subsections (G), (H), and (I) of this section. The dog shall remain impounded pending the determination of the complaint. If the court shall find that there shall not have been a violation, such dog shall be released to the custody of the owner. In addition to fines provided in this section, the municipal judge shall have the authority to sentence the person adjudicated guilty of this Section to serve up to a maximum of six (6) months in jail.

**SECTION X. Section 215.050, LICENSING, existing language is hereby deleted/repealed and new Section 215.050 is adopted to read as follows:**

**SECTION 215.050: - LICENSING**

A. No person shall own, keep or harbor any cat, ferret, or dog over the age of five (5) months within the City limits unless the animal has been vaccinated by a licensed veterinarian with an anti-rabies vaccine and licensed by the City of Junction City.

B. It shall be the duty of the City Clerk or designated agent to issue animal license tags. The animal license tags shall be issued upon payment of the license fee and presentation of a certificate of rabies vaccination current within three (3) months of the date of application. The license shall be valid for one (1) calendar year. If the owner can provide proof of rabies vaccination for multiple years, the owner may purchase a multiple year license.

C. Applications for animal licenses shall be made upon a printed application form provided by the City of Junction City and shall state the name and address of the owner, harbinger or keeper of said animal, and the name, breed, color, age and sex of the animal.

D. Animal license tags shall be issued by the City Clerk or their designated agent(s) for the City of Junction City.

E. The license fee for a ferret, dog, or cat license shall be five dollars (\$5.00) for a neutered or spayed animal, and twenty five dollars (\$25.00) for an intact male or female animal. Said license fee shall be paid to the City of Junction City. Exempt from licensing are persons owning, keeping, or harboring a dog that has been retired from the United States Armed Forces, a trained ADA dog or animal, or police or sheriff's department dogs shall not be required to pay the permit fee but shall be subject to all other regulations of this article, including but not limited to the requirement of having the rabies vaccination.

F. Every person who owns, harbors, keeps or is in charge or in control of a ferret, dog or cat within the City limits shall provide and place on such animal a collar or harness which shall be worn by said animal at all times when off the premises of said person, and shall attach to the collar or harness the metal license tag obtained pursuant to this Chapter.

G. When it shall be made to appear to the satisfaction of the Animal Control Officer that any tag has become lost, the owner, upon presentation of the original annual certificate and payment of two dollars and fifty cents (\$2.50), shall receive a replacement.

H. Upon the payment of such tax and fee, and exhibition of the certificate of vaccination, the City Clerk or his/her designated agent, shall register in a book kept for the purpose, a description of each dog or cat so registered, together with the name of the owner, keeper or harborer thereof, and deliver to the person paying the license fee a metallic tag on which shall be cast or stamped the number of such tag and the expiration date and also deliver an annual certificate giving a description of such animal, which shall correspond with the register and number of tag.

I. A kennel, hobby breeder, animal breeder, retail breeder, or pet shop shall be licensed at a fee of fifty dollars (\$50.00) per year, in addition, to the required licensing of each animal. A license may be revoked, suspended or not issued as outlined in K.S.A. 47-1706 except such action to revoke, suspend or not issue shall be determined by the Junction City Animal Control Officer. Any pet shop must display proof of USDA or State Inspection at the time of licensing and a copy shall be kept at City Hall. Upon receipt of a complaint kennel, hobby breeder, animal breeder, retail breeder, or pet shop may be subject to inspection by the Animal Control Officer and/or a representative of the Junction City - Geary County Health Department or their designee.

J. It shall be unlawful for any person to place on any dog a tag issued for another dog or to make or use any false, forged or counterfeited tag or imitation thereof.

K. The provisions of this article with respect to registration/licensing shall not apply to any dog owned by a person visiting or temporarily remaining within the City for less than 30 days. However, such dogs shall be kept under restraint by the owner thereof at all times.

L. *Fines.* Upon conviction in the Municipal Court for a violation of Section 215.050, the following minimum fines shall be imposed:

1. First offense within a twelve (12) month period.....\$ 50.00
2. Second offense within a twelve (12) month period.....\$150.00
3. Third or subsequent offense within a twelve (12) month period.....\$250.00

The fine shall be in addition to any applicable court costs or impoundment fees.

**SECTION XI. Section 215.060, IMPOUNDMENT PROCEDURE, existing language is hereby deleted/repealed and new Section 215.060 is adopted to read as follows:**

#### **SECTION 215.060: - IMPOUNDMENT PROCEDURE**

- A. The Animal Control Officer, his/her designated agent, or any Law Enforcement Officer, shall take up and impound any animal found in violation of this Chapter.
- B. If within three (3) business days from the date any such animal is impounded, the owner of such animal shall appear and claim his/her animal, he/she shall pay to the JCGC Animal Shelter the sum of twenty dollars (\$20.00) to pay for the cost of impound, an additional sum per day for boarding fee at the rate of nine dollars (\$9.00) for each day such animal is impounded, and an additional sum of ten dollars (\$10.00) to pay the cost of dog vaccine and five dollars (\$5.00) for cat vaccine if there is no evidence the animal has been vaccinated upon its arrival to the shelter.
- C. Upon payment of such fees and compliance with the licensing and provisions of this Chapter, the animal shall be returned to such owner. The City Clerk, in consultation with the Animal Control Officer and JCGC Animal Shelter Director, shall effectuate suitable procedures for the collection of fees and issuance of vouchers by the JCGC Animal Shelter, together with suitable procedures for disbursement of such fees as herein provided.
- D. Any animal impounded under the provisions of this Chapter and not reclaimed by its owner within three (3) business days of its impoundment, may be disposed of, placed for adoption, or placed in rescue at the direction of the JCGC Animal Shelter.
- E. The above described costs for impounding and keeping shall be paid to the JCGC Animal Shelter for any animal claimed by the owner. All impounding fees shall be paid to the JCGC Animal Shelter and no animal shall be released until the owner proves the animal, if a dog, cat or ferret, is currently immunized against rabies and currently licensed through the City. If any animal so impounded is not claimed by the owner thereof within three (3) business days of the date of such impounding, such animal shall become the property of the JCGC Animal Shelter.
- F. If a dog is being held as a potentially dangerous dog, the provisions of Section 215.045 shall control.

#### **SECTION XII.           New Section 215.063, ANIMAL FOSTER HOME / FOSTER CARE FACILITY, is hereby adopted to read as follows:**

##### **SECTION 215.063- ANIMAL FOSTER HOME / FOSTER CARE FACILITY**

- A. Any state licensed animal shelter may implement a foster home / foster care program for private citizens.
- B. That shelter must comply with licensing guidelines set forth by the state of Kansas.
- C. The said shelter shall provide quarterly reports to the City Treasurer regarding:
1. The name and address of all persons licensed under the shelter's foster care program.
  2. All animals presently placed in foster care and with whom those animals are placed.
  3. The date in which each animal was placed at the fostering home.

#### **SECTION XIII.       New Section 215.065, ADOPTION PROCEDURE, is hereby adopted to read as follows:**

##### **SECTION 215.065: - ADOPTION PROCEDURE**

- A. Any person adopting a pet from the JCGC Animal Shelter shall have the animal

spayed/neutered by a licensed veterinarian within thirty (30) days, if the animal is an adult. If the animal is not an adult or if the animal cannot be neutered within the thirty (30) days because of valid medical reasons, said person shall have the animal neutered within a time frame set by the operator of the animal shelter.

B. Any person adopting an animal from the JCGC Animal Shelter hereunder shall deposit a sum, as established by the animal shelter, with the operator of the shelter. The sum established shall not be less than the lowest, nor more than the highest, fee charged by veterinarians within the city for spaying or neutering dogs and cats. The deposit shall be refunded or paid directly to the veterinarian, when the operator is provided written documentation from said veterinarian that the neutering has been accomplished.

C. If said written documentation has not been provided to the operator within ten (10) days after the time frames set forth above, the deposit shall be forfeited to the county treasurer.

D. It shall be unlawful for any person who adopts an animal hereunder to fail to comply with this section, and the forfeiture of the deposit shall not prevent a prosecution hereunder.

**SECTION XIV.           Section 215.070, PROCEDURE ON DISEASED OR SUSPECT ANIMALS, existing language is hereby deleted/repealed and new Section 215.070 is adopted to read as follows:**

**SECTION 215.070: - PROCEDURE ON DISEASED OR SUSPECT ANIMALS**

A. If it shall be determined that any animal confined under the provisions of this Chapter is diseased, and by reason of such disease being transmissible to human beings or, in the case of rabies or ringworm, other animals, the Animal Control Officer or owner shall, upon notice thereof from the Health Officer with veterinary medical consultation, cause such animal to be properly treated by a veterinarian or destroyed; provided, that in the case of rabies exposure of animals, such as a dog, cat or other animal being bitten by a rabid skunk, such dog, cat or other animal may by the Health Officer be caused to be destroyed or confined for a period of not less than six (6) months to the satisfaction of the Municipal Court.

B. Any animal which bites a person shall immediately be quarantined at the JCGC Animal Shelter or at the owner's, keeper's, or harborer's expense with a doctor of veterinary medicine of the owner's, keeper's, or harborer's choosing, for a period of ten (10) days. The quarantine must be coordinated prior to the responding officer's departure from the scene and the animal shall be taken to the JCGC Animal Shelter until alternative arrangements are made with a licensed veterinarian's office for quarantine of the animal. When said animal is quarantined in a private veterinarian's office, the owner, keeper, or harborer of such animal shall give notice to the JCGC Animal Shelter when such animal is released. Upon such release, the veterinarian shall mail a certificate showing the condition of the health of the animal to the JCGC Animal Shelter. If the animal is held at the JCGC Animal Shelter, the animal shall be examined at the end of the ten (10) day confinement by a licensed veterinarian. In all such cases of quarantine, the confinement shall be at the owner's, keeper's, or harborer's expense. Any owner, keeper, or harborer of any animal which bites a person who fails to quarantine said animal in accordance with the provisions of this Section, shall, upon conviction thereof, be deemed guilty of a Class A misdemeanor.

C. Sick or injured animals found or picked up by the Animal Control Officer will be evaluated and/or treated by a licensed veterinarian, who shall be designated by the JCGC Animal Shelter Director. Further, the JCGC Animal Shelter Director will arrange for a veterinarian to provide responsive treatment for animals maintained at the JCGC

Animal Shelter during the three (3) business day holding period that become ill or show symptoms of injury.

D. Attending veterinarians shall have the authority to humanely destroy any animal evaluated and/or treated under this Section of the Code that has a contagious disease or injury where such humane disposition is in the attending veterinarian's opinion the appropriate veterinary medical action.

E. The owner of a sick or injured animal taken to a veterinarian by the Animal Control Officer and/or the JCGC Animal Shelter is responsible for the payment of charges for veterinarian services related thereto. The owner shall reimburse the City of Junction City for all expenditures the City is required to pay for veterinary services rendered to the owner's animal under this Section.

**SECTION XV.           Section 215.080, ANIMAL CONTROL OFFICER, existing language is hereby deleted/repealed and new Section 215.080 is adopted to read as follows:**

**SECTION 215.080: - ANIMAL CONTROL OFFICER**

A. The Chief of Police shall appoint an Animal Control Officer who shall perform all such duties as may be prescribed by any ordinance of the City or order of the Governing Body of the City with respect to animals, and shall see that all ordinances, regulations and Statutes pertaining to animals are duly and properly observed and enforced.

B. The Animal Control Officer, at the discretion of the Chief of Police, shall keep or cause to be kept, accurate and detailed records of impoundment and disposition of all animals coming into his/her custody; all bite cases reported to him/her and investigation of the same; and records of all monies received under this Chapter, which shall be open to inspection at reasonable times by persons responsible for similar records of the City.

C. It shall further be the duty of the Animal Control Officer, or anyone having the authority of Animal Control Officer, including but not limited to Law Enforcement Officers, or the Health Officer to enforce the terms and provisions of this Chapter. Said officers are authorized to issue citations to the owner or custodian of and/or impound any animal found in violation of the terms of this Chapter.

D. The Animal Control Officer shall work under the immediate supervision and direction of the Police Department.

**SECTION XVI.       Section 215.090, INTERFERENCE WITH THE DUTY OF THE ANIMAL CONTROL OFFICER, HEALTH OFFICER, OR POLICE OFFICER, existing language is hereby deleted/repealed and new Section 215.090 is adopted to read as follows:**

**SECTION 215.090: - INTERFERENCE WITH THE DUTY OF THE ANIMAL CONTROL OFFICER, HEALTH OFFICER, OR POLICE OFFICER**

A. It shall be unlawful for any person to refuse to identify himself/herself by his/her correct name and address when asked to do so by the Animal Control Officer, Health Officer, or Police Officer, when such officer or representative has probable cause to believe that this person has violated a Section of this Chapter.

B. It shall be unlawful for any person to interfere with, molest, injure or prevent the Animal Control Officer, Health Officer, or Police Officer, in the lawful discharge of duties as herein prescribed.

**SECTION XVII.       Section 215.100, ENFORCEMENT, existing language is hereby deleted/repealed and new Section 215.100 is adopted to read as follows:**

**SECTION 215.100: - ENFORCEMENT**

This Chapter shall not apply to:

1.       A public or privately owned zoo maintained or operated by a non-profit organization or government entity.
2.       Hospitals, clinics and other premises operated by licensed veterinarians for the care and treatment of animals.

**SECTION XVIII.       Section 215.110, PENALTY, existing language is hereby deleted/repealed and new Section 215.110 is adopted to read as follows:**

**SECTION 215.110: - PENALTY**

Unless specifically designated, any person violating any of the provisions of this Chapter is guilty of a misdemeanor and upon conviction thereof shall be punished as provided by Section 200.010 of Article V, Chapter 100, Title I of this Code.

**SECTION XIX.       This ordinance shall be in full force and effect from and after its adoption and publication once in the Junction City Daily Union, as provided by law.**

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Cecil Aska, Mayor

ATTEST:

\_\_\_\_\_  
Tyler Ficken, City Clerk

**Backup material for agenda item:**

- f. Consideration to approve the proposed addendum to the Joint Service and Interlocal Agreement for the Junction City/Geary County Animal Shelter By-laws.

# **City of Junction City City Commission Agenda Memo**

**Meeting Date:** November 5, 2013

**From:** Cheryl S. Beatty, Finance Director/Assistant Manager

**To:** City Commissioners and Gerald Smith, City Manager

**Subject:** Addendum to Joint Service Agreement – Animal Shelter Board By-laws

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**Objective:** Consideration to approve the proposed addendum to the Joint Service and Interlocal Agreement for the Junction City/Geary County Animal Shelter By-laws.

**Explanation of Issue:** The Animal Shelter Board is an administrative board for overseeing the operations of the Junction City/Geary County Animal Shelter. The City entered in the Joint Service and Interlocal Agreement for the operation of the animal shelter with the city responsible for 60% of the operations budget and the City provides the animal shelter building. The Animal Shelter Board is requesting an addendum which changes the make-up of the board. They are requesting the addition of a board member - to appoint a representative from the Sherriff's department, which increases the board to six members.

**Budget Impact:** No budget impact.

**Alternatives:** It appears that the City Commission may approve, disapprove, modify, or table this request for an easement for the installation of a cathodic protection system within a city easement.

**Recommendation:** No recommendation.

**Suggested Motion:** Commissioner \_\_\_\_\_ moves to approve the addendum to the Joint Service and Interlocal Agreement regarding the operation of the Junction City/Geary County Animal Shelter as proposed. Commissioner \_\_\_\_\_ seconded the motion.

**Enclosure:** Addendum  
Copy of By-laws

**ADDENDUM TO THE JOINT SERVICE AND  
INTERLOCAL SERVICE AGREEMENT REGARDING THE OPERATION  
OF THE JUNCTION CITY/GEARY COUNTY ANIMAL SHELTER**

This Addendum to the above cited Joint Service and Interlocal Service Agreement is made to reflect the addition of the following subparagraph to Section 2 "Composition of the Joint Board":

- (4) The Sheriff of Geary County, Kansas, shall appoint one member of the Sheriff's Department for a term of one year to commence on January 1 and expire on January 1 each year.

This agreement is not subject to the requirements of K.S.A. 12-2901, but is among those contemplated by K.S.A. 12-2908, and shall be effective upon its approval and signing by each of the respective governing bodies hereto.

Signed this \_\_\_\_\_ day of October, 2013.

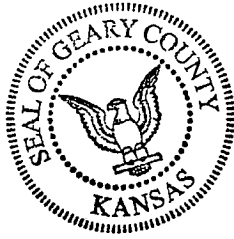
**CITY OF JUNCTION CITY, KANSAS**

By \_\_\_\_\_  
**Cecil Aska, Mayor**

Attest:

\_\_\_\_\_  
**Tyler Ficken, City Clerk**

BOARD OF COUNTY COMMISSIONERS OF  
GEARY COUNTY, KANSAS



Attest:

By Ben Bennett  
Ben Bennett, Chairperson

Rebecca Bossemeyer  
Rebecca Bossemeyer, County Clerk

CITY OF MILFORD, KANSAS

By \_\_\_\_\_  
Brad Roether, Mayor

Attest:

\_\_\_\_\_  
Tim Himelick, City Clerk

CITY OF GRANDVIEW PLAZA, KANSAS

By \_\_\_\_\_  
Richard Geike, Mayor

Attest:

\_\_\_\_\_  
Shirley Bowers, City Clerk

JUNCTION CITY/GEARY COUNTY ANIMAL  
SHELTER BOARD

By Florence C. Whitebread  
Chairperson



**REVISED BYLAWS**

**OF THE**

***JUNCTION CITY/GEARY COUNTY***

***ANIMAL SHELTER***

## ARTICLE 1

### NAME AND PURPOSE

#### 1.1 NAME:

This organization is formed by the City Commission of Junction City and the Geary County Commission pursuant to Kansas Interlocal Cooperation Act and shall be known as **The Junction City/Geary County Animal Shelter**.

#### 1.2 PURPOSE:

To provide humane care and treatment and humane euthanasia, for all animals needing protection in the areas served by this animal shelter. To seek to return lost animals to their owners; to seek suitable homes for animals without owners; to gather and disseminate information and literature to the general public concerning legislation affecting the treatment, care and welfare of animals. We are not an animal rights organization. We do not involve ourselves with issues that are not directly related to our mission. We do not take a stand for or against such issues as hunting, furs, vegetarianism or exotic pets.

#### 1.3 PRIMARY OBJECTIVES:

- Provide humane care and treatment for all animals.
- Provide humane euthanasia for all animals that qualify.
- Seek and return lost animals to their owners.
- Find suitable homes for animals without owners.
- Maintain the shelter facility for the animals in accordance with all Kansas laws

## ARTICLE 2

### MEMBERSHIP

#### 2.1 MEMBERSHIP:

The Junction City/Geary County Animal Shelter Board shall consist of six members appointed as follows:

- (1) The Mayor of Junction City, Kansas with the consent of the City Commissioners of the City of Junction City, Kansas, shall appoint a Commissioner of the City of Junction City, Kansas for a term of one year to commence on April 1 and expire on April 1 of each year.
- (2) The Chairman of the Board of County Commissioners, with the consent of the County Commissioners of Geary County, Kansas shall appoint a Geary County Commissioner for a term of one year to commence on February 1 and expire on February 1 of each year.
- (3) The Chief of Police of the Junction City, Kansas, Police Department shall appoint one member of the Police Department for a term of one year to commence on January 1 and expire on January 1 each year.
- (4) The Sheriff of Geary County, Kansas, shall appoint one member of the Sheriff's Department for a term of one year to commence on January 1 and expire on January 1 each year.
- (5) The Friends of Animals Organization of Junction City, Geary County, Kansas, shall appoint one member for a term of one year to commence on January 1 and expire on January 1 each year.
- (6) The Veterinarians of Junction City and Geary County shall appoint one veterinarian for a term of one year to commence on January 1 and expire on January 1 each year.

## **2.2 COMPENSATION:**

Members of the Animal Shelter Board shall serve without compensation for their services but may be reimbursed for expenses actually incurred in the performance of their duties.

## **2.3 VACANCIES:**

In the case of death, incapacity, resignation or disqualification of any member, the appointing entity of the aforementioned member shall appoint another member for the non-expired term of such deceased, incapacitated, resigned or disqualified member.

## **2.4 ATTENDANCE:**

The secretary or chairman shall report attendance of members for each regularly scheduled and special meeting and any member failing to attend three consecutive meetings without an excused absence shall be considered as disqualified.

**2.5 QUALIFICATIONS:**

Any person shall be eligible for appointment by the membership organizations listed in section 2.1 who resides in Geary County, Kansas.

**2.6 PUBLIC LIABILITY & ERRORS & OMISSION INSURANCE:**

Members of The Animal Shelter Board shall be insured against public liability and errors and omissions insurance by the Geary County, Kansas.

**ARTICLE 3**

**MEETINGS AND VOTING**

**3.1 REGULAR MEETINGS:**

Regular meetings shall be held the second Wednesday of each month at 3:00 P.M. at the Geary County Office Building. The Animal Shelter Board shall hold the right to cancel given monthly meetings if there is insufficient business to be conducted. All meetings are open to the public.

**3.2 SPECIAL MEETINGS:**

Special meetings of The Animal Shelter may be called at any time by the Chairman at such time and place for such purpose as said person shall designate.

**3.3 QUORUM:**

At any meeting of the Animal Shelter where official business is conducted, four (4) members holding appointments must be present to constitute a quorum.

**3.4 VOTING:**

All members, including the chairman, shall have the right to take part in all discussions and to vote, except that any member who has a conflict of interest in regard to any proposal or matter under consideration by the Animal Shelter shall disqualify themselves from voting. A member must be present to vote. In the event of a split vote i.e. a tie, the vote of the Chairperson, or in the absence of the Chairperson then the Vice Chairperson, shall be the deciding vote.

### **3.5 CONDUCT OF MEETING:**

All meetings of the Animal Shelter Board shall be conducted pursuant to Robert's Rules of Order, Revised, except to the extent and degree of other procedural requirements set forth by law or these Bylaws.

## **ARTICLE 4**

### **FINANCING**

#### **4.1 OPERATIONAL FINANCING:**

The Commissioners of the City of Junction City, Kansas and The Board of County Commissioners of Geary County, Kansas agree to the following.

- (1) A budget will be prepared by the Animal Shelter director. The budget will be approved first by the Animal Shelter Board, then submitted to the Geary County Commissioners for approval.
- (2) The Animal Shelter may accept gifts, donations and grants from any legal source to aid in carrying out its mission.

#### **4.2 BUDGETS:**

An annual operating budget shall be prepared by the Animal Shelter's director, approved by the board and submitted to the appropriate participating governments by May 1<sup>st</sup> of each year for the following calendar year. The fiscal year of the Animal Shelter shall commence on January 1<sup>st</sup> and end on December 31<sup>st</sup> of the same year.

- (1) The City Commissioners of the City of Junction City, Kansas and the Board of County Commissioners of Geary County, Kansas shall in joint working session, review the basic and supplemental budgets, as previously approved by the Animal Shelter Board.
- (2) The approved budget shall be monitored during the calendar year by the Animal Shelter Board.

#### **4.3 PROPERTY:**

All personal property in existence or hereafter purchased or obtained shall become the sole property of the Junction City/ Geary County Animal Shelter,

subject to the control of the joint board. In case of dissolution, all property shall be held by the Shelter for use, disposal, sale or other disposition.

## **ARTICLE 5**

### **OPERATIONS**

#### **5.1 CHAIRPERSON OF THE COMMITTEE:**

The Chairperson of the committee shall be the member appointed by the Board of County Commissioners of Geary County, Kansas with the consent of the City Commissioners of the City of Junction City, Kansas.

#### **5.2 DUTIES OF OFFICERS:**

The Vice Chairperson shall be the member appointed by the City Commissioners of Junction City, Kansas. The Vice Chairperson shall serve as second in command, shall preside at all meetings when the chairman is not present, shall assume the duties of the Chairman if the Chairman is unable to fulfill their responsibilities until a replacement is appointed.

#### **5.3 ANIMAL SHELTER DIRECTOR:**

The Animal Shelter Board is hereby granted the authority to employ a full time Director who will serve at the pleasure of the Animal Shelter Board. S/He will be supervised by and evaluated by the Animal Shelter Board, compensation for the Director shall be determined by the Animal Shelter Board.

Although s/he is employed by and serves at the pleasure of the Animal Shelter Board, said individual and their subordinate employees shall be considered, for administrative purposes (insurance, benefits and accounting) as Geary County employees. Therefore subject to the basic personnel rules and policies of Geary County, and shall be eligible for benefits provided regular County employees. These benefits being inclusive of, but not limited to, health insurance and retirement. Further duties of the Director shall be:

- (1) S/he shall be chief administrative officer of the Animal Shelter and its secretary/ treasurer.
- (2) S/he as secretary shall keep or cause to be kept, a book of minutes of all meetings, with the time and place of holding, whether, regular or special. S/he shall cause to be done a notice of meeting to all Animal Shelter Board members and local media.

- (3) S/he as Treasurer shall keep and maintain or cause to be kept and maintained, an adequate and correct account of business transactions.
- (4) S/he shall appoint and remove all subordinate employees with consent of the Animal Shelter Board in strict compliance with Geary County rules, regulations and personnel policies.
- (5) S/he shall be considered an "Exempt Status" employee.

#### 5.4 OTHER PERSONNEL:

The Animal Shelter Board may authorize the Director to hire additional staff as the need dictates, subject to budget constraints. Exempt status of staff will be determined upon hiring. S/he will be supervised by and evaluated by the Animal Shelter Director. Compensation of subordinate employees shall be determined by the Animal Shelter Board, at the recommendation of the Director.

Although S/he is employed by and serves at the pleasure of the Animal Shelter Board, subordinate employees shall be considered, for administrative purposes (insurance, benefits, and accounting) as Geary County employees. Therefore subject to the basic personnel rules of County employees. These benefits being inclusive of, but not limited to, health insurance and retirement.

## ARTICLE 6

### AMENDMENTS

#### 6.1 AMENDMENTS TO BYLAWS:

These Bylaws may be altered or repealed and new Bylaws may be adopted at any regular meeting of the Animal Shelter Board, provided that notice is given in writing at least ten (10) days before said meeting. A vote of two-thirds (2/3) of those present shall be required to alter, amend, or repeal these Bylaws.

## ARTICLE 7

### ADOPTION

These Bylaws were adopted by the City Commissioners of Junction City, Kansas on this \_\_\_\_ day of \_\_\_\_\_, and the Board of Commissioners of Geary County, Kansas on this 15<sup>th</sup> day of October, 2013.

**Backup material for agenda item:**

- g. Consideration and Approval of Engineering Services, HDR Engineering, for Design/ Recommendations to the City Wastewater Treatment Plants.

# City of Junction City City Commission Agenda Memo

November 5, 2013

**From:** Gregory S. McCaffery, Municipal Services Director  
**To:** City Commission and Gerald Smith, City Manager  
**Subject:** **Award of Service Contract for Engineering Services for Wastewater System Improvements – HDR Engineering**

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**Objective:** Award of Service Contract for Engineering Services for Wastewater System Improvements with HDR Engineering, Inc.

**Explanation of Issue:** The City Commission approved a three year contract with HDR Engineering, Inc. (HDR) in March 2013, for engineering services towards analysis and design of system improvements to the City's water and wastewater systems. The overall short and long term analysis, preliminary engineering and recommendations summary report will be before the City Commission for review and consideration in December 2013.

Further, as part of HDR's contract it was tasked to review and isolate immediate needs at the two wastewater treatment plants. These were based on discussions with Veolia Water & City staff, present system operations and preliminary review of each facility. These items include immediate City NPDES permit compliance, safety and inoperable or near inoperable equipment issues at each facility. These items include detection/ monitoring equipment, mixers, smaller system pumps and boilers, much of which is beyond the service life and critical to the continuous operations of the plants. A copy of the detail service authorization is attached.

Should the City Commission approve the service authorization it is anticipated all recommendations/ design work would be completed within 60 days and construction & installations taking place over the next 6 months. Construction items over the Fiscal Policy of \$10,000 would be brought back before the City Commission for award of bid.

**Budget Impact:** Funding for this service authorization and the related construction and materials would be obtained through the budgeted funds within the water and wastewater funds.

**Alternatives:** The City Commission may approve, modify, table or deny the service authorization with HDR Engineering, Inc.

**Recommendation:** Staff recommends approval of service authorization to HDR Engineering, Inc. as presented

**Suggested Motion:** Commissioner \_\_\_\_\_ moves to approve the award of the engineering service authorization for wastewater systems to HDR Engineering, Inc., in the amount not to exceed \$53,455, as presented. Commissioner \_\_\_\_\_ seconded the motion.

**Enclosures:** HDR Engineering, Inc. \_\_\_\_\_ Authorization – Wastewater Systems

**EXHIBIT B  
SERVICE AUTHORIZATION**

DATE: \_\_\_\_\_

CONSULTANT: HDR ENGINEERING INC.

SERVICE AUTHORIZATION NO.: \_\_\_\_\_

CITY PROJECT: \_\_\_\_\_

- I. PROJECT DESCRIPTION: Wastewater Systems Immediate Needs
- II. Project Manager: Don Lindeman
- III. Scope of Services to be Performed by CONSULTANT:

Task 1: Scope Definition

1.1 Kick-off Meeting

The purpose of this service authorization is to address immediate improvements prior to the upcoming Phase 1 improvements that are required from a safety and/or reliability aspect at the respective WWTP's. The Consultant will attend a kick-off meeting to discuss immediate improvements that have been identified by City and Veolia staff for the East and Southwest WWTP's. Task 1.1 will review the immediate needs, identify data requirements and refine the proposed improvements scope. The process of equipment procurement and related installation services will be finalized at this meeting.

Task 2: East WWTP Immediate Improvements

2.1 Influent Screening Room Gas Detection / Monitoring Equipment.

The Consultant will review the existing gas detection / monitoring equipment and recommend a scope for improvement or replacement. Consultant will prepare a written price proposal document include improvements scope requirements for submission to up to three (3) equipment vendors. Consultant will review received proposals and make a recommendation to the City regarding selection.

Task 3: Southwest WWTP Improvements

3.1 Domestic Influent Screen Room Gas Detection / Monitoring Equipment.

The Consultant will review the existing gas detection / monitoring equipment and recommend a scope for improvement or replacement. Improvements shall include routing signal outputs to existing SCADA system. Consultant will prepare a written price proposal document including improvements scope requirements for submission to up to three (3) equipment vendors. Consultant will review received proposals and make a recommendation to the City regarding selection.

3.2 Sludge Stabilization Tanks #1 and #2 Mixers.

The Consultant will review the existing equipment requirements and recommend a scope for replacement of four (4) mixers, two (2) per tank, which will include an evaluation regarding reuse of the existing mixers guide rail system. Consultant will prepare a written price proposal document

including improvements scope requirements for submission to up to three (3) equipment vendors. Consultant will review received proposals and make a recommendation to the City regarding selection.

### 3.3 Domestic Influent Pumps.

The Consultant will review the existing equipment requirements and recommend a scope for replacement of two (2) of the four (4) existing pumps. Consultant will prepare a written price proposal document including improvements scope requirements for submission to up to three (3) equipment vendors. Consultant will review received proposals and make a recommendation to the City regarding selection.

### 3.4 Waste Activated Sludge Pump.

The Consultant will review the existing equipment requirements and recommend a scope for replacement of one (1) of the two (2) existing pumps. Consultant will prepare a written price proposal document including improvements scope requirements for submission to up to three (3) equipment vendors. Consultant will review received proposals and make a recommendation to the City regarding selection.

### 3.5 DAF Recycle Pumps.

The Consultant will review the existing equipment requirements and recommend a scope for replacement of DAF units #1 and #2 existing recycle pumps. Consultant will prepare a written price proposal document including improvements scope requirements for submission to up to three (3) equipment vendors. Consultant will review received proposals and make a recommendation to the City regarding selection.

### 3.6 Chlorine Dosing Pumps.

The Consultant will review the existing equipment requirements and recommend a scope for replacement of three (3) existing pumps. Consultant will prepare a written price proposal document including improvements scope requirements for submission to up to three (3) equipment vendors. Consultant will review received proposals and make a recommendation to the City regarding selection.

### 3.7 Gas Fired Water Boiler (Industrial Flow Influent Screen).

The Consultant will review the existing equipment requirements and recommend a scope for replacement of gas fired water boiler #1 (west unit) with a unit matching boiler #2. Consultant will prepare a written price proposal document and submit to the applicable equipment vendor. Consultant will review received proposals and make a recommendation to the City regarding selection.

### 3.8 Domestic Influent Screening Room Lighting.

The Consultant will review the existing lighting type, configuration and condition and recommend a scope for replacement of room lighting. Consultant will prepare a written price proposal document including improvements scope requirements for submission to up to three (3) electrical contractors. Consultant will review received proposals and make a recommendation to the City regarding selection.

Task 4: Project Initiation / Management

4.1 Project Management

The Consultant will provide the management services required for the immediate improvements including correspondence and progress updates to the City, supervision and coordination of services, scheduling and assignment of personnel resources, continuous monitoring of work progress, and invoicing for work performed.

4.2 Project Initiation

The Consultant will provide the management functions required update the project work plan and a quality assurance/quality control plan.

Project Summary

Project Deliverables:

- Up to eight (8) price proposals – Draft form submitted to City within 60 days from Notice to Proceed

City Responsibilities:

- Provide equipment submittals and Contract Documents for equipment to be replaced
- Review individual price proposals and provide comments
- Issue purchase orders for selected equipment

IV. Time of Performance:

60 days from Notice-to-Proceed

V. Compensation (Refer to Exhibit D for itemized man-hours, wage rates, reimbursable expenses)

BUDGET

Total Project Fee: \$53,455

CONSULTANT

HDR ENGINEERING, INC. ("HDR")

By: 

Its: Stan A. Christopher, P.E.

Title: Senior Vice President

Date: 9/6/2013

APPROVED BY CITY OF JUNCTION CITY, KANSAS

\_\_\_\_\_  
City Manager

Dated: \_\_\_\_\_

**Exhibit D**  
**City of Junction City, Kansas**  
**Wastewater System Immediate Needs**  
**Manhour and Fee Estimate**  
**09/04/13**

|   | Kalis, Michael/<br>Evans, Eric | Lindeman,<br>Donald | Coleman,<br>Brendan | EIT     | Petry, Jeff | Buechler,<br>Kathleen | Kryhill,<br>Patrick | Campbell, Joni | Bernie, Susan          |       | Sabs     | Total    |
|---|--------------------------------|---------------------|---------------------|---------|-------------|-----------------------|---------------------|----------------|------------------------|-------|----------|----------|
|   |                                |                     |                     |         |             |                       |                     |                | Project<br>Coordinator | Admin |          |          |
| Billing Rates   | 225.00                         | 225.00              | 170.00              | 90.00   | 145.00      | 190.00                | 110.00              | 70.00          | 65.00                  | 65.00 | Expenses |          |
| <b>TASKS</b>  |                                |                     |                     |         |             |                       |                     |                |                        |       |          |          |
| <b>Task 1 - Project Kick-off / Data Processing</b>                        |                                |                     |                     |         |             |                       |                     |                |                        |       |          |          |
| 1.1 Kick-off Meeting / Scoping / Identify and Obtain Data                 |                                | 4                   | 16                  | 2       | 2           | 12                    |                     | 3              |                        |       | \$250    | \$6,830  |
| Subtotal Hours  |                                |                     |                     |         |             |                       |                     |                |                        |       |          |          |
| Subtotal Dollars  | 0                              | 4                   | 16                  | 2       | 2           | 12                    | 0                   | 3              | 0                      |       |          |          |
| <b>Total Task 1</b>   | \$0                            | \$900               | \$2,720             | \$180   | \$290       | \$2,280               | \$0                 | \$210          | \$0                    | \$0   | \$250    | \$6,830  |
| <b>Task 2 - East WWTWP Improvements</b>                                   |                                |                     |                     |         |             |                       |                     |                |                        |       |          | \$6,830  |
| 2.1 Influent Screening Room Gas Detection / Monitoring Equipment          |                                | 1                   | 3                   | 6       |             | 10                    | 10                  |                | 4                      |       | \$30     | \$4,365  |
| Subtotal Hours  |                                |                     |                     |         |             |                       |                     |                |                        |       |          |          |
| Subtotal Dollars  | 0                              | 1                   | 3                   | 6       | 0           | 10                    | 10                  | 0              | 4                      |       |          |          |
| <b>Total Task 2</b>   | \$0                            | \$225               | \$510               | \$540   | \$0         | \$1,900               | \$1,100             | \$0            | \$260                  | \$0   | \$30     | \$4,565  |
| <b>Task 3 - Southwest WWTWP Improvements</b>                              |                                |                     |                     |         |             |                       |                     |                |                        |       |          | \$4,565  |
| 3.1 Domestic Influent Screening Room Gas Detection / Monitoring Equipment |                                |                     | 3                   | 8       |             | 16                    | 12                  |                | 4                      |       | \$30     | \$5,880  |
| 3.2 Sludge Stabilization Tanks #1 and #2 Mixers                           |                                | 1                   | 6                   | 8       |             | 4                     | 10                  |                | 6                      |       | \$30     | \$4,245  |
| 3.3 Domestic Influent Pumps   |                                |                     | 8                   | 12      |             | 6                     | 12                  |                | 6                      |       | \$30     | \$5,320  |
| 3.4 Waste Activated Sludge Pump   |                                | 1                   | 14                  | 8       |             | 4                     | 8                   |                | 6                      |       | \$30     | \$5,385  |
| 3.5 DAF Recycle Pump  |                                |                     | 6                   | 6       |             | 4                     | 6                   |                | 6                      |       | \$30     | \$3,400  |
| 3.6 Chlorine Dosing Pumps   |                                | 1                   | 6                   | 6       |             | 4                     | 8                   |                | 6                      |       | \$30     | \$3,845  |
| 3.7 Gas Fired Water Boiler (Industrial Flow Influent Screen)              |                                |                     | 3                   | 2       | 8           | 6                     | 8                   |                | 6                      |       | \$30     | \$4,290  |
| 3.8 Domestic Influent Screening Room Lighting                             |                                | 1                   | 3                   | 4       |             | 10                    | 10                  |                | 6                      |       | \$30     | \$4,515  |
| Subtotal Hours  | 0                              | 4                   | 49                  | 54      | 8           | 54                    | 74                  | 0              | 46                     |       |          |          |
| Subtotal Dollars  | \$0                            | \$900               | \$8,330             | \$4,860 | \$1,160     | \$10,260              | \$8,140             | \$0            | \$2,990                | \$240 | \$0      | \$36,880 |
| <b>Total Task 3</b>   |                                |                     |                     |         |             |                       |                     |                |                        |       |          | \$36,880 |
| <b>Task 4 - Project Initiation / Management</b>                           |                                |                     |                     |         |             |                       |                     |                |                        |       |          |          |
| 4.1 Project Management (QC - Mike Kalis)                                  | 8                              | 7                   | 4                   |         |             |                       |                     |                |                        |       |          | \$4,055  |
| 4.2 Project Initiation  | 1                              | 2                   | 1                   |         |             |                       |                     | 4              |                        |       |          | \$1,125  |
| Subtotal Hours  | 9                              | 9                   | 5                   | 0       | 0           | 0                     | 0                   | 4              | 0                      |       |          |          |
| Subtotal Dollars  | \$2,025                        | \$2,025             | \$850               | \$0     | \$0         | \$0                   | \$0                 | \$280          | \$0                    | \$0   | \$0      | \$5,180  |
| <b>Total Task 4</b>   |                                |                     |                     |         |             |                       |                     |                |                        |       |          | \$5,180  |
| <b>Total Hours</b>  | 9                              | 18                  | 73                  | 62      | 10          | 76                    | 84                  | 7              | 50                     |       |          | 389      |
| <b>Total Billing Amount</b>   | \$2,025                        | \$4,050             | \$12,410            | \$5,580 | \$1,450     | \$14,440              | \$9,240             | \$490          | \$3,250                | \$520 | \$0      | \$53,455 |

Notes:  
 1. Each equipment proposal packet will include one (1) drawing that will utilize scanned images from existing drawing sets (to be provided by Owner) or photo images taken by Engineer to describe improvements.

**Backup material for agenda item:**

- h. Consideration of Bond Amendment Agreement for New Horizons.

## **City of Junction City**

### **City Commission - Agenda Memo**

Meeting Date: November 5, 2103  
From: Cheryl S. Beatty, Finance Director  
To: City Commissioners and Gerald Smith, City Manager  
Subject: **Authorizing Assignment of New Horizon Industrial Revenue Bond**

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**Objective:** Authorize the assignment of New Horizon industrial revenue bonds.

**Explanation of Issue:** The City is the holder of industrial revenue bonds on behalf of New Horizon's. New Horizon is requesting the assignment of the bonds to Intrust Bank. Such transactions must be approved by the City as holder of the bond.

Gilmore and Bell has drafted the required paperwork for your approval, which includes Resolution No. 2738, an Assignment Agreement, and a Guaranty Agreement. All costs associated with the paperwork and attorney fees will be paid by New Horizons.

**Budget Impact:** None

**Staff Recommendation:** Staff recommends the approval of this bond assignment.

**Suggested Motion:** I, \_\_\_\_\_, move to approve Resolution No. 2738, the bond assignment and guaranty agreement as presented. Second by \_\_\_\_\_.

**Attachments:** Resolution No. 2738  
Assignment  
Guarantee Agreement

## **ASSIGNMENT**

**THIS ASSIGNMENT**, made as of November 5, 2013 by UMB Bank, n.a., Wichita, Kansas, a national banking association ("Assignor") to INTRUST Bank, N.A., Wichita, Kansas, a national banking association organized under the banking laws of the United States of America or one of the states thereof ("Assignee");

### **WITNESSETH:**

**WHEREAS**, Assignor entered into a certain Bond Agreement dated as of the Issue Date of the Bonds (the "Bond Agreement") with Philip M. Brokenicky, as Trustee and his successors in Trust under the Philip M. Brokenicky Revocable Trust Indenture dated February 25, 2004 and Karen G. Brokenicky, as Trustee and her successors in Trust under the Karen G. Brokenicky Revocable Trust Indenture dated February 25, 2004, as assignee of TCM Exchange, LLC (the "Building Tenant"), DEC Corp., (the "Equipment Tenant") and the City of Junction City, Kansas (the "Issuer") in connection with the issuance of the Issuer's Industrial Revenue Bonds, Series A, 2007 and Series B, 2007 (New Horizon RV Project) (the "Bonds"); and

**WHEREAS**, Assignor has consented to transfer to Assignee the Bonds and all of its rights and obligations under the following documents (the "Assigned Bond Documents"):

- Bond Agreement
- Assignment of Leases and Security Agreement
- Uniform Commercial Code filings with Kansas Secretary of State and Geary County, Kansas Register of Deeds; and

**WHEREAS**, the Assignee has consented to assume the rights and obligations of Assignor under the Assigned Bond Documents; and

**WHEREAS**, the governing body of the Issuer has heretofore by resolution acknowledged the assignment by Assignor of the Bonds and the rights and obligations under the Assigned Bond Documents, and the Issuer has agreed to Assignee serving as successor fiscal and paying agent under the Bond Agreement;

**NOW, THEREFORE**, Assignor hereby assigns to Assignee all of its right, title and interest in all Bonds held by Assignor. Assignor further assigns and transfers to Assignee all powers, rights, obligations, duties, remedies, immunities and privileges as fiscal and paying agent under the Assigned Bond Documents.

It is the intention of Assignor that this Assignment shall extend to and be effective to assign to Assignee all Bonds held by it, including but not limited to funds on hand and deposited in various accounts, evidences of indebtedness representing the investment of such funds, insurance policies and all accounts, books and records of any nature which have been prepared and maintained by Assignor which relate in any manner to such assets and to the Bonds.

**UMB BANK, N.A.  
WICHITA, KANSAS**

By: \_\_\_\_\_  
Name: Bonnie Mosher  
Title: Vice President & Trust Officer

**"ASSIGNOR"**

**ACCEPTED:**

**INTRUST BANK, N.A.  
WICHITA, KANSAS**

By: \_\_\_\_\_  
Name:  
Title:

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**GUARANTY AGREEMENT**

**BETWEEN**

**DEC CORP  
A KANSAS CORPORATION**

**AND**

**NEW HORIZONS RV CORP.  
A KANSAS CORPORATION**

**AND**

**PHILIP M. BROKENICKY, AS TRUSTEE AND HIS SUCCESSORS IN TRUST UNDER THE  
PHILIP M. BROKENICKY REVOCABLE TRUST INDENTURE DATED FEBRUARY 25, 2004**

**AND**

**KAREN G. BROKENICKY, AS TRUSTEE AND HER SUCCESSORS IN TRUST UNDER THE  
KAREN G. BROKENICKY REVOCABLE TRUST INDENTURE DATED FEBRUARY 25, 2004**

**AND**

**PHILIP M. BROKENICKY AND KAREN G. BROKENICKY, INDIVIDUALLY**

**AS GUARANTORS**

**AND**

**INTRUST BANK, N.A.  
WICHITA, KANSAS**

**AS BANK**

**DATED AS OF NOVEMBER 5, 2013**

# GUARANTY AGREEMENT

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## **GUARANTY AGREEMENT**

**THIS GUARANTY AGREEMENT** made and entered into as of November 5, 2013 (the "Guaranty"), between DEC Corp., a Kansas corporation (the "Equipment Tenant"), as guarantor, Philip M. Brokenicky, as Trustee and his successors in Trust under the Philip M. Brokenicky Revocable Trust Indenture dated February 25, 2004 and Karen G. Brokenicky, as Trustee and her successors in Trust under the Karen G. Brokenicky Revocable Trust Indenture dated February 25, 2004, as assignees to TCM Exchange, LLC (the "Building Tenant"), as guarantor, New Horizons RV Corp., as company guarantor, Philip M. Brokenicky, individually and Karen G. Brokenicky, individually (hereinafter collectively referred to as the "Guarantors" and individually as a "Guarantor"), and INTRUST Bank, N.A., Wichita, Kansas (the "Bank"), acting as fiscal and paying agent under Supplemental Bond Agreement No. 1 dated as of November 5, 2013 (the "Supplemental Bond Agreement") between the City of Junction City, Kansas, as Issuer (the "Issuer"), the Bank, the Building Tenant and the Equipment Tenant, which amends and supplements a Bond Agreement dated as of the Issue Date of the Series A, 2007 and Series B, 2007 (the "Original Bond Agreement"), as authorized by Ordinance No. S-2954 of the Issuer (the "Ordinance");

### **WITNESSETH:**

**WHEREAS**, the Issuer, a municipal corporation incorporated as a city of the first class under the laws of the State of Kansas (the "State"), issued their Industrial Revenue Bonds, Series A, 2007 and Series B, 2007 Bonds in an aggregate principal amount of \$1,975,000 (jointly, the "Bonds"); and

**WHEREAS**, the Bonds were issued under and pursuant to the Ordinance and the Original Bond Agreement; and

**WHEREAS**, the proceeds derived from the issuance of the Bonds were to be applied to pay the costs of certain facilities (the "Project") leased by Issuer to the Building Tenant and Equipment Tenant, pursuant to Leases dated as of the Issue Date of the Bonds; and

**WHEREAS**, the Guarantors have financial interests in the Building Tenant and the Equipment Tenant; and

**WHEREAS**, the Guarantors (i) desire that Issuer apply the proceeds for the purposes described above and (ii) as an inducement to the purchase of the Bonds by all who shall at any time become owners of the Bonds are willing to enter into this Guaranty in order to enhance the marketability of the Bonds and thereby achieve interest cost savings to the Building Tenant and the Equipment Tenant;

**NOW, THEREFORE**, in consideration of the foregoing, the Guarantors do hereby covenant and agree with the Bank as follows:

**ARTICLE I**  
**REPRESENTATIONS OF GUARANTORS**

Section 1.1. Each Guarantor does hereby represent that:

(a) DEC Corp is a Kansas corporation duly organized and existing under the laws of said State, and is in good standing under the laws of the State, is not in material violation of any provision of its Articles of Incorporation or its Bylaws, has not received notice and has no reasonable grounds to believe that it is in material violation of any of the corporation laws of the State, has power to enter into this Guaranty, has duly authorized the execution and delivery of this Guaranty by proper corporate action, and neither this Guaranty nor the agreements herein contained contravene or constitute a material default under any agreement, instrument or indenture by which it is bound or any provision of its Articles of Incorporation; and

(a) New Horizons RV Corp. is a Kansas corporation duly organized and existing under the laws of said State, and is in good standing under the laws of the State, is not in material violation of any provision of its Articles of Incorporation or its Bylaws, has not received notice and has no reasonable grounds to believe that it is in material violation of any of the corporation laws of the State, has power to enter into this Guaranty, has duly authorized the execution and delivery of this Guaranty by proper corporate action, and neither this Guaranty nor the agreements herein contained contravene or constitute a material default under any agreement, instrument or indenture by which it is bound or any provision of its Articles of Incorporation; and

(c) The assumption by each Guarantor of its obligations hereunder will result in direct financial benefits to it.

**ARTICLE II**  
**THE GUARANTY**

Section 2.1. **Undertaking by Guarantors.** The Guarantors, jointly and severally, and each as principal, hereby unconditionally guarantee to the Bank for the benefit of the owners from time to time of the Bonds:

(a) The full and prompt payment of the principal of and premium, if any, on each of the Bonds when and as the same shall become due in accordance with the terms and provisions of each such Bond and the Bond Agreement, whether at the stated maturity of any Bond, by acceleration, call for redemption or otherwise; and

(b) The full and prompt payment of the interest on each of the Bonds when and as the same shall become due in accordance with the terms and provisions of each such Bond and the Bond Agreement; and

(c) The full and prompt payment of all sums to be paid by Building Tenant and the Equipment Tenant under the Lease; and

(e) The performance of all other obligations of Building Tenant and the Equipment Tenant under the Lease.

All payments by the Guarantors shall be paid in lawful money of the United States of America. Each and every default in the payment of the principal of, premium, if any, or interest on any Bond, and each and every other default hereunder, shall give rise to a separate cause of action hereunder, and separate suits may be brought hereunder as each cause of action arises.

**Section 2.2. Guarantors' Obligations Absolute.** The joint and several obligations of the Guarantors under this Guaranty shall be absolute and unconditional and shall remain in full force and effect until released and discharged as herein provided, and such obligations shall not be affected, modified or impaired upon the happening from time to time of any event, including without limitation any of the following, whether or not with notice to, or the consent of, the Guarantors:

(a) The compromise, settlement, release or termination of any or all of the obligations, covenants or agreements of Issuer under the Bond Agreement or Building Tenant and the Equipment Tenant under the Lease;

(b) The failure to give notice to any one or more of the Guarantors of the occurrence of an event of default under the terms and provisions of this Guaranty, the Bond Agreement or the Lease;

(c) The assignment or mortgaging or the purported assignment or mortgaging of all or any part of the interest of Issuer, Building Tenant or Equipment Tenant in the Project or any failure of title with respect to Issuer's, Building Tenant or Equipment Tenant's interests in the Project;

(d) Except as provided in *Section 3.3* hereof, the waiver of the payment, performance or observance by Issuer, Building Tenant, the Equipment Tenant or any one or more of the Guarantors of any of the obligations, covenants or agreements of any of them contained in the Bond Agreement, the Lease or this Guaranty;

(e) The extension of the time for payment of any principal of, premium, if any, or interest on any Bond or under this Guaranty or of the time for performance of any other obligations, covenants or agreements under or arising out of the Bond Agreement, the Lease or this Guaranty or the extension or the renewal thereof;

(f) The modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in the Bond Agreement or the Lease, provided that the obligations of the Guarantors are not thereby increased or expanded without the prior written consent of the Guarantors;

(g) The taking or the omission of any of the actions referred to in the Bond Agreement, the Lease or any actions under this Guaranty;

(h) Any failure, omission, delay or lack on the part of Issuer or the Bank to enforce, assert or exercise any right, power or remedy conferred on the Issuer or the Bank in this Guaranty, the Lease or the Bond Agreement, or any other act or acts on the part of the Issuer, the Bank or any of the owners from time to time of the Bonds;

(i) The voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment of, or other similar proceedings affecting Issuer, Building Tenant, Equipment Tenant or any one or more of the Guarantors or any of the assets of any of them, or any contest of the validity of the Bond

Agreement, the Lease or this Guaranty or the interest of the Bank in the rentals under the Lease in any such proceeding;

(j) To the extent permitted by law, the release or discharge of any one or more of the Guarantors from the performance or observance of any obligation, covenant or agreement contained in this Guaranty by operation of law;

(k) The default or failure of Issuer, Building Tenant, Equipment Tenant or any one or more of the Guarantors to perform fully any of their respective obligations set forth in the Bond Agreement, the Lease or this Guaranty;

(l) Any invalidity or irregularity in any statutory or other proceedings relating to the performance or existence of Issuer, to the issuance of the Bonds or the execution or delivery of the Bond Agreement or the Lease;

(m) Any impossibility or illegality of performance on the part of Issuer, Building Tenant or Equipment Tenant of any of their respective obligations under or in connection with the Bonds, the Bond Agreement or the Lease; or

(n) Any other circumstances, occurrence or condition, whether similar or dissimilar to any of the foregoing, that might be raised in avoidance of or in defense against any action to enforce the obligations of the Guarantors under the provisions hereof.

**Section 2.3. Waiver of Defenses.** The Guarantors waive (1) all defenses based on suretyship or impairment of collateral and (2) any defenses that Building Tenant or the Equipment Tenant may assert on the underlying debt.

**Section 2.4. Enforcement of Guaranty; Counterclaims.** The rights of the Bank to enforce the obligations of the Guarantors under this Guaranty by any proceedings, whether by action at law, suit in equity or otherwise, shall not be impaired by any right, counterclaim or defense of any character whatsoever. This Guaranty and the joint and several obligations of the Guarantors hereunder are separate and independent of Building Tenant and the Equipment Tenant's obligations under the Lease and the Bond Agreement, and it is specifically understood and agreed by the Guarantors that any payment now or hereafter made by or on behalf of Building Tenant or the Equipment Tenant under or pursuant to the Lease or the Bond Agreement shall not, except to the extent paid to the owners of the Bonds directly by Issuer, Building Tenant or Equipment Tenant, or by the Bank as paying agent, affect, impair or diminish, in any manner whatsoever, the joint and several obligations of the Guarantors hereunder. Further, the Guarantors specifically understand and agree that payment by Building Tenant or Equipment Tenant under the Lease or the Bond Agreement (whether voluntary or involuntary, or pursuant to court order or otherwise) shall not, except to the extent received by the owners of the Bonds directly, or by the Issuer, or by the Bank or paying agent, under any circumstances or in any manner, constitute a defense against the Guarantors' joint and several obligations hereunder. Nothing contained herein shall prohibit the Guarantors from asserting any separate or related claim against either Issuer or the Bank in a separate proceeding, which proceeding shall in no way delay the prompt performance by the Guarantors of their obligations hereunder. Nothing contained herein shall prohibit Guarantors from asserting any claim against the Bank related to the Bonds provided that:

- (a) such claim is based on the negligence or willful misconduct of the Bank; and
- (b) such claim is brought before the earlier of (1) payment being made by Guarantors under this Guaranty Agreement or (2) final judgment being rendered against Guarantors in the

legal proceeding in which the Bank seeks to enforce this Guaranty Agreement against Guarantors, it being agreed by Guarantors that any such claim against the Bank can be raised only in such legal proceeding.

In the event that Building Tenant, Equipment Tenant or any successor tenant or assignee under the Lease should fail to perform any such agreement on its part, Guarantors may institute such action as it deems necessary to compel performance so long as such action does not abrogate the Guarantors' obligations herein.

### ARTICLE III

#### REMEDIES ON DEFAULT

Section 3.1. **Payment Default; Exercise of Remedies.** In the event of a default in the payment of principal of or premium, if any, on any Bond when and as the same shall become due, whether at the stated maturity thereof, by acceleration, call for redemption or otherwise, or in the event of a default in the payment of any interest on any Bond when and as the same shall become due, the Bank may, and if requested so to do by the owners of at least 25% in aggregate principal amount of the Bonds then outstanding and upon provision being made for its fees and expenses and indemnification as hereinafter provided, shall be obligated to proceed hereunder, and the Bank, in its sole discretion, shall have the right to proceed first and directly against any one or more of the Guarantors under this Guaranty to the extent of their respective obligations hereunder without proceeding against or exhausting any other remedies which it may have and without resorting to any other security held by Issuer or the Bank. Before taking any action hereunder, the Bank may require that indemnity satisfactory to it be furnished for the reimbursement of all expenses it may incur and to protect it against all liability which is adjudicated to have resulted from its negligence or willful default, by reason of any action so taken.

Section 3.2. **Waiver of Condition of Exercise of Remedies; Attorneys' Fees.** Each Guarantor hereby expressly waives notice from the Bank or the owners from time to time of any of the Bonds of their acceptance and reliance on this Guaranty. The Guarantors agree to pay all reasonable costs, expenses and fees, including all reasonable attorneys' fees, to the extent permitted by law, which may be incurred by the Bank in enforcing or attempting to enforce this Guaranty following any default hereunder, whether the same be enforced by suit or otherwise.

Section 3.3. **Remedies Cumulative; Delay; Waiver of Breach.** No remedy herein conferred upon or reserved to the Bank is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Guaranty or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default, omission or failure of performance hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank to exercise any remedy reserved to it in this Guaranty, it shall not be necessary to give any notice, other than such notice as may expressly be required herein or in the Lease or Bond Agreement. In the event any provision contained in this Guaranty should be breached by a Guarantor and thereafter duly waived by the Bank, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. No waiver, amendment, release or modification of this Guaranty shall be established by conduct, custom or course of dealing, but solely by an instrument in writing duly executed by the Bank.

## ARTICLE IV

### GENERAL COVENANTS AND AGREEMENTS

Section 4.1. **Agreement to Benefit Bank and Bondowners.** This Guaranty is entered into by the Guarantors for the benefit of the Bank and the owner(s) from time to time of the Bonds, and any owner of Bonds and any successor Bank under the Bond Agreement shall be entitled to enforce performance and observance of this Guaranty to the same extent as if a party.

Section 4.2. **Discharge of Guarantors' Obligations.** Guarantors shall be discharged of their obligations hereunder upon (1) the payment of the principal of, premium, if any, and interest on the Bonds to the Bank, and (2) upon satisfaction of all obligations of the Building Tenant and the Equipment Tenant under the Lease, or (3) the Building Tenant and the Equipment Tenant shall have been released pursuant to the provisions of *Sections 9.3 or 9.4* of the Lease (relating to assignment of its interest in the Project or merger with another entity). Notwithstanding the foregoing, any payment which is required under bankruptcy or similar law to be repaid by the Bank or owners of the Bonds as a preference or similar item shall automatically become an undischarged obligation of the Guarantors under this Guaranty.

Section 4.3. **Guarantors' Obligations Upon Delivery of Bonds.** The joint and several obligations of the Guarantors hereunder shall arise absolutely and unconditionally when the Bonds shall have been issued, sold and delivered by Issuer and the proceeds thereof paid to the Bank.

Section 4.4. **Maintenance of Legal Existence; Merger.** The Equipment Tenant will maintain its legal existence, will continue to be a corporation in good standing under the laws of the State, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into them, provided, that the Equipment Tenant may, without violating the agreement contained in this subsection, consolidate with or merge into another domestic corporation or limited liability company (that is, a corporation or limited liability company organized and existing under the laws of one of the states of the United States of America), or permit one or more corporations or limited liability companies to consolidate with or merge into it, or sell or otherwise transfer to another entity all or substantially all of its assets as an entirety and thereafter dissolve, provided that the surviving, resulting or transferee entity, as the case may be, (i) shall be a corporation, limited liability company or partnership organized and existing under the laws of one of the states of the United States of America, as aforesaid, (ii) shall be qualified to do business in the State, if applicable (iii) shall assume in writing all of its obligations under this Guaranty and (iv) shall have a net worth as of the consummation of the consolidation, merger, sale or transfer, at least equal to that of the Equipment Tenant immediately prior to such consolidation, merger, sale or transfer, determined in accordance with generally accepted accounting principles consistently applied. The Building Tenant will maintain their legal existence as long as any Bonds are Outstanding.

Section 4.5. **Death of Individual Guarantor.** If any individual Guarantor dies before the Bonds and interest are paid in full, the Bank will not seek immediate payment under this Guaranty from the estate or trust of the deceased Guarantor as long as all payments of principal and interest on the Bonds are current. The Bank may make contingent demand against the estate or trust of the deceased Guarantor for the purpose of assuring that its collateral position is not diminished by that Guarantor's death.

## ARTICLE V

### FINANCIAL AND BUSINESS INFORMATION

Section 5.1. **Financial Statements.** The Equipment Tenant shall deliver to the Bank:

(a) *Annual Financial Statements* -- as soon as practicable after the end of each fiscal year and in any event within 120 days thereafter, duplicate copies of the financial statements of DEC Corp. and New Horizons RV Corp. certified to by the President or Chief Executive Officer of the respective Corporate Guarantor. Such financial statements shall set forth in comparative form the figures for the previous fiscal year, to the extent possible, and shall be prepared in accordance with generally accepted accounting principles consistently applied (except as otherwise noted on such statements).

(b) *Monthly Financial Statements* -- within twenty days of the close of each month internally-generated monthly financial statements of DEC Corp. and New Horizons RV Corp. including a balance sheet and income statement, the income statement to be prepared in comparative form setting forth the comparable figures for the month and year-to-date for the previous fiscal year.

(c) *Notice of Default or Event of Default* -- promptly upon becoming aware of the existence of any condition or event which constitutes a default or an event of default under the Bond Agreement, the Lease or this Guaranty that has not been cured, a written notice specifying the nature and period of existence thereof and what action the Guarantors are taking and propose to take with respect thereto.

(d) *Notice of Claimed Default* -- promptly upon becoming aware that the owner of any Bond or of any evidence of indebtedness or other security of any Guarantor has given notice or taken any other action with respect to a claimed default or event of default, a written notice specifying the notice given or action taken by such owner and the nature of the claimed default or event of default and what action such Guarantor is taking or proposes to take with respect thereto.

(e) *Requested Information* -- with reasonable promptness, such other financial and business information as from time to time may be reasonably requested.

Section 5.3. **Financial Statements of Individual Guarantors.** The individual Guarantors shall deliver to the Bank their current personal financial statements on or before the date of issuance of the Bonds, and thereafter on or before the Principal Payment Date in each year until all obligations hereunder shall have been discharged in full.

## ARTICLE VI

### MISCELLANEOUS PROVISIONS

Section 6.1. **Binding Effect.** The agreements contained herein on the part of the Guarantors shall inure to and be binding upon their respective heirs, successors, assigns and legal representatives including without limitation any successor or assign in any transaction expressly permitted by this Guaranty.

Section 6.2. **Integration.** This Guaranty constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the Guarantors and the Bank with respect to the subject matter hereof (other than the Bond Agreement and the Lease) and may be executed

simultaneously in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Section 6.3. **Severability.** The invalidity or unenforceability of any one or more phrases, sentences, clauses or Sections in this Guaranty shall not affect the validity or enforceability of the remaining portions of this Guaranty, or any part thereof.

Section 6.4. **Governing Law.** This Guaranty shall be governed by and construed and interpreted in accordance with the laws of the State.

**[Remainder of page intentionally left blank.]**

**IN WITNESS WHEREOF**, each Guarantor has caused this Guaranty Agreement to be signed by an authorized officer, and each individual Guarantor has signed this Guaranty Agreement as of the date first above written.

**DEC CORP.**

By: \_\_\_\_\_  
Title: President

**NEW HORIZONS RV CORP.**

By: \_\_\_\_\_  
Title: President

By: \_\_\_\_\_  
Philip M. Brokenicky Revocable Trust Indenture

By: \_\_\_\_\_  
Karen G. Brokenicky Revocabel Trust Indenture

\_\_\_\_\_  
Philip M. Brokenicky

\_\_\_\_\_  
Karen G. Brokenicky

**"GUARANTORS"**

### **ACCEPTANCE OF BANK**

This Guaranty Agreement and the obligations undertaken in it by the several Guarantors are hereby accepted by the Bank as of the date first above written.

**IN WITNESS WHEREOF**, the Bank has caused this Guaranty Agreement to be signed in its name and behalf by its duly authorized officer, all as of the date first above written.

**INTRUST BANK, N.A.**  
Wichita, Kansas

By: \_\_\_\_\_  
Name:  
Title:

**EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF JUNCTION CITY, KANSAS  
HELD ON NOVEMBER 5, 2013**

The governing body of the City of Junction City, Kansas, met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members of the governing body being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

\* \* \* \* \*

(Other Proceedings)

Thereupon, there was presented a Resolution entitled:

**A RESOLUTION AUTHORIZING THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS TO CONSENT TO THE ASSIGNMENT OF THE CITY'S INDUSTRIAL REVENUE BONDS, SERIES A, 2007 AND SERIES B, 2007 (NEW HORIZON RV PROJECT) BY UMB BANK, N.A. TO INTRUST BANK, N.A., JUNCTION CITY, KANSAS; TO EXECUTE AND DELIVER SUPPLEMENTAL BOND AGREEMENT NO. 1 FURTHER AMENDING AND MODIFYING THE BOND AGREEMENT DATED AS OF THE ISSUE DATE OF THE BONDS; APPROVING A RELEASE OF THE GUARANTY AGREEMENT BY DEC CORP. AND OTHER GUARANTORS NAMED THEREIN, AS GUARANTORS, AND UMB BANK, N.A., AS BENEFICIARY; APPROVING A GUARANTY AGREEMENT BY DEC CORP. AND OTHER GUARANTORS NAMED THEREIN, AS GUARANTORS, AND INTRUST BANK, N.A., AS BENEFICIARY; AND TO AUTHORIZE THE EXECUTION AND DELIVERY OF ANY OTHER DOCUMENTS TO EFFECT THE ACTIONS AUTHORIZED IN THIS RESOLUTION.**

Thereupon, Commissioner \_\_\_\_\_ moved that said resolution be adopted. The motion was seconded by Commissioner \_\_\_\_\_. Said resolution was duly read and considered, and upon being put, the motion for adoption of said resolution was carried by the vote of the governing body, the vote being as follows:

Aye: \_\_\_\_\_.

Nay: \_\_\_\_\_.

Thereupon, the Mayor declared said resolution duly adopted and the resolution was then duly numbered Resolution No. \_\_\_\_\_ and was signed by the Mayor and the signature attested by the City Clerk.

\* \* \* \* \*

(Other Proceedings)

\* \* \* \* \*

## **CERTIFICATE**

I certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Junction City, Kansas held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

[SEAL]

---

City Clerk

**RESOLUTION NO. 2738**

**OF THE  
CITY OF JUNCTION CITY, KANSAS**

**AUTHORIZING THE AMENDMENT OF AGREEMENTS RELATING TO  
\$5,000,000  
INDUSTRIAL REVENUE BONDS  
SERIES A, 2007 AND SERIES B, 2007  
(NEW HORIZON RV PROJECT)**

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## **RESOLUTION NO. 2738**

**A RESOLUTION AUTHORIZING THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS TO CONSENT TO THE ASSIGNMENT OF THE CITY'S INDUSTRIAL REVENUE BONDS, SERIES A, 2007 AND SERIES B, 2007 (NEW HORIZON RV PROJECT) BY UMB BANK, N.A. TO INTRUST BANK, N.A., JUNCTION CITY, KANSAS; TO EXECUTE AND DELIVER SUPPLEMENTAL BOND AGREEMENT NO. 1 FURTHER AMENDING AND MODIFYING THE BOND AGREEMENT DATED AS OF THE ISSUE DATE OF THE BONDS; APPROVING A RELEASE OF THE GUARANTY AGREEMENT BY DEC CORP. AND OTHER GUARANTORS NAMED THEREIN, AS GUARANTORS, AND UMB BANK, N.A., AS BENEFICIARY; APPROVING A GUARANTY AGREEMENT BY DEC CORP. AND OTHER GUARANTORS NAMED THEREIN, AS GUARANTORS, AND INTRUST BANK, N.A., AS BENEFICIARY; AND TO AUTHORIZE THE EXECUTION AND DELIVERY OF ANY OTHER DOCUMENTS TO EFFECT THE ACTIONS AUTHORIZED IN THIS RESOLUTION.**

**WHEREAS**, the governing body of the City of Junction City, Kansas (the "Issuer") has previously issued its Industrial Revenue Bonds, Series A, 2007 and Series B, 2007 (New Horizon RV Project) (the "Bonds") and has entered into a Real Property and Building Lease dated as of the Issue Date of the Bonds with Philip M. Brokenicky, as Trustee and his successors in Trust under the Philip M. Brokenicky Revocable Trust Indenture dated February 25, 2004 and Karen G. Brokenicky, as Trustee and her successors in Trust under the Karen G. Brokenicky Revocable Trust Indenture dated February 25, 2004, as assignees of TCM Exchange, LLC (the "Building Tenant") between the Issuer and the Building Tenant (the "Building Lease"), and has entered into an Equipment Lease dated as of the Issue Date of the Bonds with DEC Corp. (the "Equipment Tenant") between the Issuer and the Equipment Tenant (the "Equipment Lease"), both in connection with the issuance of the Bonds and to provide funds for the acquisition, construction and equipping of a manufacturing facility located in the City of Junction City, Kansas (the "Project"); and

**WHEREAS**, to prescribe the terms and provisions of the Bond, the Issuer, the Building Tenant, the Equipment Tenant and UMB Bank, n.a., Wichita, Kansas (the "Original Bank") entered into a Bond Agreement dated as of the Issue Date of the Bonds (the "Bond Agreement"); and

**WHEREAS**, the Original Bank has arranged for the sale of the Outstanding Bonds to INTRUST Bank, N.A. (the "Successor Bank"); and

**WHEREAS**, the Original Bank has arranged for the assumption by the Successor Bank of all of the Bank's obligations under the Bond Agreement, necessitating certain further amendments and supplements to the Bond Agreement; and

**WHEREAS**, pursuant to *Section 8* of the Bond Agreement as originally delivered, the Issuer, the Original Bank, the Building Tenant, the Equipment Tenant and the Successor Bank, as owner of at least 51% of the Outstanding principal amount of the Bonds, are required to consent to any amendments to the Bond Agreement; and

**WHEREAS**, the Issuer has approved a release of a Guaranty Agreement dated as of the Issue Date of the Bonds (the "Original Guaranty Agreement") between the Equipment Tenant, other guarantors named therein, and UMB Bank, n.a., as beneficiary; and

**WHEREAS**, the Issuer approves the Guaranty Agreement dated as of November 5, 2013 (the "Guaranty Agreement") between the Equipment Tenant, other guarantors named therein, and INTRUST Bank, N.A., as beneficiary; and

**WHEREAS**, the Original Bank has proposed to execute and deliver to the Successor Bank an assignment of the Bond Agreement, the Building Lease, and the Equipment Lease, and the Successor Bank has proposed to execute and deliver a document accepting such assignment and assuming the obligations of the Original Bank; and

**WHEREAS**, the Issuer desires to consent to the execution of all documents relating to the purposes set forth herein;

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS:**

**Section 1.** The Issuer hereby consents to the assignment of the obligations under the Bond Agreement, the Building Lease and the Equipment Lease by the Original Bank to the Successor Bank. The Issuer's consent is effective immediately.

**Section 2.** Notwithstanding such consent to said assignments, the Issuer expressly reserves to itself and its assignees all rights and privileges accruing to it under the terms of the Bond Agreement, the Building Lease and the Equipment Lease.

**Section 3.** The Issuer hereby authorizes and approves Supplemental Bond Agreement No. 1 dated as of November 5, 2013 making certain modifications in connection with the purchase by the Successor Bank of the outstanding Bonds. The Issuer further authorizes and approves changes to the Bonds, and directs the Successor Bank, as bond registrar, to authenticate the replacement Bonds issued in conjunction with the Supplemental Bond Agreement No. 1.

**Section 4.** The Mayor and the City Clerk are hereby authorized and directed to execute for and on behalf of, and as the act and deed of the Issuer, Supplemental Bond Agreement No. 1, a consent document to evidence the consent herein given to the assignment of the Original Bank's obligations under the Bond Agreement, the Building Lease and Equipment Lease to the Successor Bank, and any other documents necessary to effect the actions authorized in this Resolution, all substantially as described herein in forms prepared and approved by the Issuer's bond counsel, Gilmore & Bell, P.C.

**Section 5.** The Issuer hereby approves release of the Original Guaranty Agreement. The form of the Guaranty Agreement dated as of November 5, 2013 between the Equipment Tenant, other guarantors named therein, and INTRUST Bank, N.A., for the benefit of the owners of the Bonds is approved.

**Section 6.** This resolution shall take effect and be in full force immediately after its adoption by the governing body of the Issuer and signature by the Mayor.

**SIGNED** by the governing body of the City of Junction City, Kansas this 5th day of November, 2013.

---

Mayor

[SEAL]

ATTEST:

---

City Clerk

# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

|  |
|--|
| A. NAME & PHONE OF CONTACT AT FILER [optional] |
| B. SEND ACKNOWLEDGMENT TO: (Name and Address)  |

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects ☐ Debtor **or** ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ **CHANGE** name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.

☐ **DELETE** name: Give record name to be deleted in item 6a or 6b.

☐ **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

|                         |                            |            |             |        |
|-------------------------|----------------------------|------------|-------------|--------|
| 6a. ORGANIZATION'S NAME |                            |            |             |        |
| OR                      | 6b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |

7. **CHANGED (NEW) OR ADDED INFORMATION:**

|                         |                            |            |             |        |
|-------------------------|----------------------------|------------|-------------|--------|
| 7a. ORGANIZATION'S NAME |                            |            |             |        |
| OR                      | 7b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |

|                     |      |       |             |         |
|---------------------|------|-------|-------------|---------|
| 7c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
|---------------------|------|-------|-------------|---------|

|                             |                                   |                          |                                  |                                 |
|-----------------------------|-----------------------------------|--------------------------|----------------------------------|---------------------------------|
| 7d. <b>SEE INSTRUCTIONS</b> | ADD'L INFO RE ORGANIZATION DEBTOR | 7e. TYPE OF ORGANIZATION | 7f. JURISDICTION OF ORGANIZATION | 7g. ORGANIZATIONAL ID #, if any |
|                             |                                   |                          |                                  | <input type="checkbox"/> NONE   |

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of **DEBTOR** authorizing this Amendment.

|                         |                            |            |             |        |
|-------------------------|----------------------------|------------|-------------|--------|
| 9a. ORGANIZATION'S NAME |                            |            |             |        |
| OR                      | 9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |

10. **OPTIONAL FILER REFERENCE DATA**

# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

|  |
|--|
| A. NAME & PHONE OF CONTACT AT FILER [optional] |
| B. SEND ACKNOWLEDGMENT TO: (Name and Address)  |

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3. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects ☐ Debtor **or** ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

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6. **CURRENT RECORD INFORMATION:**

|                         |                            |            |             |        |
|-------------------------|----------------------------|------------|-------------|--------|
| 6a. ORGANIZATION'S NAME |                            |            |             |        |
| OR                      | 6b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |

7. **CHANGED (NEW) OR ADDED INFORMATION:**

|                         |                            |            |             |        |
|-------------------------|----------------------------|------------|-------------|--------|
| 7a. ORGANIZATION'S NAME |                            |            |             |        |
| OR                      | 7b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |

|                     |      |       |             |         |
|---------------------|------|-------|-------------|---------|
| 7c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
|---------------------|------|-------|-------------|---------|

|                             |                                   |                          |                                  |                                 |
|-----------------------------|-----------------------------------|--------------------------|----------------------------------|---------------------------------|
| 7d. <b>SEE INSTRUCTIONS</b> | ADD'L INFO RE ORGANIZATION DEBTOR | 7e. TYPE OF ORGANIZATION | 7f. JURISDICTION OF ORGANIZATION | 7g. ORGANIZATIONAL ID #, if any |
|                             |                                   |                          |                                  | <input type="checkbox"/> NONE   |

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of **DEBTOR** authorizing this Amendment.

|                         |                            |            |             |        |
|-------------------------|----------------------------|------------|-------------|--------|
| 9a. ORGANIZATION'S NAME |                            |            |             |        |
| OR                      | 9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |

10. **OPTIONAL FILER REFERENCE DATA**

# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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|--|
| A. NAME & PHONE OF CONTACT AT FILER [optional] |
| B. SEND ACKNOWLEDGMENT TO: (Name and Address)  |

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|-------------------------|----------------------------|------------|-------------|--------|
| 6a. ORGANIZATION'S NAME |                            |            |             |        |
| OR                      | 6b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |

7. **CHANGED (NEW) OR ADDED INFORMATION:**

|                         |                            |            |             |        |
|-------------------------|----------------------------|------------|-------------|--------|
| 7a. ORGANIZATION'S NAME |                            |            |             |        |
| OR                      | 7b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |

|                     |      |       |             |         |
|---------------------|------|-------|-------------|---------|
| 7c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
|---------------------|------|-------|-------------|---------|

|                             |                                   |                          |                                  |                                 |
|-----------------------------|-----------------------------------|--------------------------|----------------------------------|---------------------------------|
| 7d. <b>SEE INSTRUCTIONS</b> | ADD'L INFO RE ORGANIZATION DEBTOR | 7e. TYPE OF ORGANIZATION | 7f. JURISDICTION OF ORGANIZATION | 7g. ORGANIZATIONAL ID #, if any |
|                             |                                   |                          |                                  | <input type="checkbox"/> NONE   |

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of **DEBTOR** authorizing this Amendment.

|                         |                            |            |             |        |
|-------------------------|----------------------------|------------|-------------|--------|
| 9a. ORGANIZATION'S NAME |                            |            |             |        |
| OR                      | 9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |

10. OPTIONAL FILER REFERENCE DATA

**Backup material for agenda item:**

- i. Consideration of Amended and Restated Employment Agreement with Gerald C. Smith and R-2740.

**City of Junction City**

**City Commission**

**Agenda Memo**

October 5, 2013

**From:** Katie Logan, City Attorney  
**To:** City Commission and Gerald Smith  
**Subject:** City Manager Employment Agreement and 401(a) Plan

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You will recall that the City's Employment Agreement with Gerald Smith contemplates certain "deferred compensation" contributions by the City to vest immediately. \$5,000 upon relocation to Junction City, \$5,000 per employment year, and two other optional contributions [now determined not to qualify unless they are mandatory]

The City's State sponsored 457 Plan does not satisfy the "deferred compensation" provisions of the employment agreement because it does not allow the City to make contributions over and above Gerald Smith's base salary of \$105,000, as contemplated in the Employment Agreement.

By contrast, a 401(a) plan allows the City to establish one or more classes of employee who may participate in the plan, in this case the class would be "City Manager," and make contributions to the account of qualified employees. Those contributions are over and above the qualified employee's taxable compensation (up to \$51,000 per employee in 2013) and those contributions remain in the employee account under the plan and are not taxable as income to the employee until withdrawn from the plan by the employee. The contributions may "vest" immediately, as contemplated in the Employment Agreement.

The City does not sponsor a 401(a) plan.

At the direction of City staff to work with ING as a provider for a 401(a) Plan, an attorney in my office who specializes in employee benefit matters, Jenny Mosh, and I have contacted ING which has furnished a "specimen" 401(a) Plan document and a "specimen" Adoption Agreement. These are "specimen" forms. ING does not complete these forms and recommends that the City's employee benefit counsel review the plan document and work with ING to complete the Adoption Agreement.

Gerald Smith has advised me that because the IRS regulations do not allow him the option to make certain contributions to the 401a plan as contemplated in the Employment Agreement, he would like to revise the Employment Agreement, consistent with an option which was offered to him in negotiating the agreement as follows:

1. Eliminate the annual deferred compensation of \$5000 per year, and in lieu thereof increase his salary from \$105,000 to \$110,000.

2. Eliminate the option to contribute unused sick leave to the 401a plan [which is not allowed by IRS regulations]
3. Eliminate the option to contribute a \$600 auto allowance to the 401a plan and replace it with a mandatory contribution of \$600 per month [which would be in lieu of an auto allowance].
4. Retain the one time contribution of \$5000 to the plan in lieu of reimbursement for relocation expense.

A marked Amended and Restated Employment Agreement is attached reflecting the above.

Steps Required for City to adopt a 401(a) plan for the class of employee “City Manager”:

1. City Commission approves Amended and Restated Employment Agreement. – November 5, 2013
2. If (1) approved, City Commission approves a Resolution establishing the 401(a) Plan, approving a 401(a) Plan Document and Adoption Agreement – November 5, 2013
3. Plan set up by Provider, ING. ING reports that it takes 3 – 4 weeks to set up the plan once the steps described above have been completed.
4. Optional IRS Determination Letter. The City should consider obtaining requesting an IRS determination Letter. This is not required. A determination letter is a request by the City to the IRS to confirm that its 401(a) plan complies with IRS regulations. IRS is not even bound by a favorable determination letter, but without one, if there is later an IRS audit of the plan, and the IRS determines that the plan does not satisfy applicable IRS regulations, the IRS could require the City and any plan participants to pay taxes and penalties. If a favorable determination letter is obtained, and in a later audit the IRS determines that (despite the favorable determination letter) the plan does not satisfy applicable IRS regulations, the City may use certain IRS correction programs to correct plan errors – and thereby minimize or avoid taxes and penalties.

Because of changing IRS rules and regulations, it is generally recommended that sponsors of 401(a) plans obtain IRS determination letter every five years.

5. Costs. ING does not charge a direct fee to act as the record keeper and asset custodian for the 401(a) Plan. Instead, ING will receive payments for its services from the invested assets in the plan, which reduce the investment returns experienced by the participant’s account. An explanation of these investment fund charges and expenses are included in the fund prospectus provided by ING. Legal fees are being incurred to review the plan, finalize plan documents and the adoption agreement. Additional legal fees would be incurred if the City decides to request an IRS determination letter. There is a \$2,500 application fee for an IRS determination letter, as well as legal fees, estimated to be \$1,500.

**Alternatives:** The City Commission may:

Approve the Amended and Restated Employment Agreement with Gerald C. Smith and the Resolution approving and adopting the 401(a) Plan

Table the item

Take no action

**Possible Motions:**

Move to approve Amended and Restated Employment Agreement with Gerald C. Smith

Move to approve Resolution R-2740

**Attachments:**

Amended and Restated Employment Agreement

Resolution R-2740

Specimen 401(a) Plan

ING

**SPECIMEN ADOPTION AGREEMENT FOR  
401(a) DEFINED CONTRIBUTION PLAN  
FOR GOVERNMENTAL EMPLOYERS**

The undersigned Employer adopts the 401(a) Defined Contribution Plan for Governmental Employers for those Employees who shall qualify as Participants hereunder, to be known as the

\_\_\_\_\_  
(Enter Plan Name)

It shall be effective as of the date specified below. The Employer hereby selects the following Plan specifications:

**Employer Information (Plan Section 1.11)**

**Name of Employer:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_  
City State Zip

**Telephone Number:** \_\_\_\_\_

**Employer Identification Number:** \_\_\_\_\_ - \_\_\_\_\_

**Location of Employer:**

o state o commonwealth o district of \_\_\_\_\_ and the Plan shall be governed in accordance with retirement plan laws of the \_\_\_\_\_ (name of state/commonwealth).

**Employer Fiscal Year (Plan Section 1.14):**

The 12-consecutive month period commencing on \_\_\_\_\_ [month and day] and ending on \_\_\_\_\_ [month and day].

- 1 -

This specimen plan document is for illustrative purposes only, presented by ING for the consideration of a plan sponsor's legal counsel, and reflects guidance as of 5/1/09. Additional modification to the plan may be required should subsequent statutes or regulatory guidance be issued. Because specific facts, circumstances, and laws of various states may impact your 401(a) plan, interested parties should consult their attorneys regarding any modifications that may be required.

**Plan Information**

**Type of Plan:**

This 401(a) Defined Contribution Plan for Governmental Employers is designed as:

- ☐ a money purchase pension plan within the meaning of Section 1-401-1(b)(1)(i) of the Income Tax Regulations.
- ☐ a profit sharing plan within the meaning of Section 1-401-1(b)(1)(ii) of the Income Tax Regulations.

**Effective Date:**

This Adoption Agreement of the 401(a) Defined Contribution Plan for Governmental Employers shall:

- ☐ establish a new Plan effective as of \_\_\_\_\_.
- ☐ constitute an amendment and restatement in its entirety of a previously established 401(a) Defined Contribution Plan of the Employer which was effective \_\_\_\_\_. Except as specifically provided in the Plan, the effective date of this amendment and restatement is \_\_\_\_\_.

**Plan Year (Plan Section 1.23):**

The 12-consecutive month period commencing on \_\_\_\_\_ [month and day] and ending on \_\_\_\_\_ [month and day].

**Anniversary Date of Plan (Annual Valuation Date) (Plan Section 1.5):**

\_\_\_\_\_ [month and day]

**Name of Administrator:**

- ☐ Employer (use Employer address)
- ☐ Other: Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_,  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

Telephone \_\_\_\_\_

Administrator's I.D. Number \_\_\_\_\_ - \_\_\_\_\_

## **Compensation**

### **Compensation (Plan Section 1.8):**

- o Compensation for purposes of Code Section 415, as defined in Section 1.415(c)-2(b)(1) and 1.415(c)-2(c) of the Income Tax Regulations
- o Compensation reportable as wages on Form W-2. For purposes of the Plan, amounts paid to any Leased Employees by the leasing organization for services performed for the Employer shall be treated as Compensation paid by the Employer.

### **Compensation shall be based on:**

- o the Plan Year.
- o the Fiscal Year (consisting of 12-consecutive months) coinciding with or ending within the Plan Year.
- o the 12-consecutive months comprising of the calendar year coinciding with or ending within the Plan Year.

## **Eligibility, Contributions and Allocations**

### **Participants eligible for Employer Contributions (Plan Section 3.1):**

- o N/A – Employer Contributions are not permitted under the Plan

### Employee status:

- o All Employees
- o The following Employees who have satisfied the eligibility requirements:
  - ☐ Employees hourly paid
  - ☐ Employees paid by annualized salary
  - ☐ Collectively bargained employees who participate in the following unions:  
  

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    - ☐ Employees whose employment is NOT governed by a collective bargaining agreement between the Employer and employee representatives
    - ☐ Management employees
    - ☐ Treasurer
    - ☐ Administrator

- ☐ Other (specify): \_\_\_\_\_

NOTE: The Eligible Employees specified above must correspond to a group of the same designation that is defined in statutes, ordinances, rules, regulations, personnel manuals, collective bargaining agreements or other authority for the state or local jurisdiction of the Employer.

Age and Service Requirements

- o Employees that have satisfied the service and age requirements specified below:
  - o Service Requirement  
\_\_\_\_\_ years of service with the Employer
  - o N/A – there is no service requirement for Employer Contributions
  - o Age Requirement  
Attained age \_\_\_\_\_
  - o N/A – there is no age requirement for Employer Contributions

NOTE: If the Employer maintains the plan of a predecessor employer that is also a governmental employer with the same state, service with such predecessor employer will be treated as service for the Employer.

Effective Date of Participation

For purposes of Employer Contributions, an Eligible Employee shall become a Participant as of:

- o The first date next following the date on which he met all requirements for participation
- o The first day of the month coinciding with or next following the date on which he met all requirements for participation
- o The earlier of the first day of the seventh month or the first day of the Plan Year coinciding with or next following the date on which he met all requirements for participation
- o The first day of the Plan Year next following the date on which he met all requirements for participation
- o Other (specify): \_\_\_\_\_

Money Purchase Pension Plan: Amount of Annual Employer Contribution

For each Plan Year, the Employer Contribution shall be:

- o \_\_\_\_\_% of each Participant's Compensation contributed to the Employer Contributions Account of each Participant.
- o \$\_\_\_\_\_ contributed to the Employer Contributions Account of each Participant.
- o An amount, determined uniformly with respect to each Employee classification within the applicable collective bargaining agreement, to the Employer Contributions Account of each Participant as specified in the applicable collective bargaining agreement.

NOTE: If Employer Contributions are available to collectively bargained employees, such Employer Contributions formula must also reflect the terms of the collective bargaining agreement.

**Profit Sharing Plan: Allocation of Annual Employer Contribution**

If the Employer chooses to make an Employer Contribution for a Plan Year, the Employer Contribution shall be allocated as follows:

- o \_\_\_\_\_% of each Participant's Compensation contributed to the Employer Contributions Account of each Participant.
- o \$\_\_\_\_\_ contributed to the Employer Contributions Account of each Participant.
- o An amount, determined uniformly with respect to each Employee classification within the applicable collective bargaining agreement, to the Employer Contributions Account of each Participant as specified in the applicable collective bargaining agreement.

NOTE: If Employer Contributions are available to collectively bargained employees, such Employer Contributions formula must also reflect the terms of the collective bargaining agreement.

**Matching Contributions: Money Purchase Pension Plan only:**

- o N/A – Matching Contributions are not permitted under the Plan

**Employees eligible for Matching Contributions:**

- o All Employees
- o The following Employees who have satisfied the eligibility requirements:
  - ☐ Employees hourly paid
  - ☐ Employees paid by annualized salary
  - ☐ Collectively bargained employees who participate in the following unions:
 

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    - ☐ Employees whose employment is NOT governed by a collective bargaining agreement between the Employer and employee representatives
    - ☐ Management employees

- ☐ Treasurer
- ☐ Administrator
- ☐ Other (specify): \_\_\_\_\_

NOTE: The Eligible Employees specified above must correspond to a group of the same designation that is defined in statutes, ordinances, rules, regulations, personnel manuals, collective bargaining agreements or other authority for the state or local jurisdiction of the Employer.

#### Age and Service Requirements for Matching Contributions

- o Employees that have satisfied the service and age requirements specified below:
  - o Service Requirement
    - \_\_\_\_\_ years of service with the Employer
  - o N/A – there is no service requirement for Matching Contributions
  - o Age Requirement
    - Attained age \_\_\_\_\_
  - o N/A – there is no age requirement for Matching Contributions

NOTE: If the Employer maintains the plan of a predecessor employer that is also a governmental employer with the same state, service with such predecessor employer will be treated as service for the Employer.

#### Effective Date of Participation

For purposes of Matching Contributions, an Eligible Employee shall become a Participant as of:

- o The first date next following the date on which he met all requirements for participation
- o The first day of the month coinciding with or next following the date on which he met all requirements for participation
- o The earlier of the first day of the seventh month or the first day of the Plan Year coinciding with or next following the date on which he met all requirements for participation
- o The first day of the Plan Year next following the date on which he met all requirements for participation
- o Other (specify): \_\_\_\_\_

#### Amount of Annual Matching Contribution

For each Plan Year, the Matching Contribution shall match a Participant's (select all that apply):

- o Code Section 414(h) Pick-Up Contributions
- o Voluntary Contributions

Amount of Matching Contribution:

- o A matching contribution equal to \_\_\_\_% of each Participant's contribution to the Plan.
- o A matching contribution equal to \$\_\_\_\_ of each Participant's contribution to the Plan.
- o A matching contribution equal to a percentage of each Participant's contribution to the Plan in an amount to be determined each Plan Year by the Employer or the applicable collective bargaining agreement.

NOTE: If Matching Contributions are available to collectively bargained employees, such Matching Contributions formula must also reflect the terms of the collective bargaining agreement.

**Participants eligible for Code Section 414(h) Contributions (Plan Section 3.2):**

- o N/A – Code Section 414(h) Contributions are not permitted under the Plan

Employee status:

- o All Employees
- o The following Employees who have satisfied the eligibility requirements:
  - ☐ Employees hourly paid
  - ☐ Employees paid by annualized salary
  - ☐ Collectively bargained employees who participate in the following unions:
 

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  - ☐ Employees whose employment is NOT governed by a collective bargaining agreement between the Employer and employee representatives
  - ☐ Management employees
  - ☐ Treasurer
  - ☐ Administrator
  - ☐ Other (specify): \_\_\_\_\_

NOTE: The Eligible Employees specified above must correspond to a group of the same designation that is defined in statutes, ordinances, rules, regulations, personnel manuals, collective bargaining agreements or other authority for the state or local jurisdiction of the Employer.

Age and Service Requirements

- o Employees that have satisfied the service and age requirements specified below:

- o Service Requirement

\_\_\_\_\_ years of service with the Employer

- o N/A – there is no service requirement for Code Section 414(h) Contributions

- o Age Requirement

Attained age \_\_\_\_\_

- o N/A – there is no age requirement for Code Section 414(h) Contributions

NOTE: If the Employer maintains the plan of a predecessor employer that is also a governmental employer with the same state, service with such predecessor employer will be treated as service for the Employer.

#### Effective Date of Participation

For purposes of Code Section 414(h) Pick-Up Contributions, an Eligible Employee shall become a Participant as of:

- o The first date next following the date on which he met all requirements for participation
- o The first day of the month coinciding with or next following the date on which he met all requirements for participation
- o The earlier of the first day of the seventh month or the first day of the Plan Year coinciding with or next following the date on which he met all requirements for participation
- o The first day of the Plan Year next following the date on which he met all requirements for participation
- o Other (specify): \_\_\_\_\_

#### Amount of Annual Code Section 414(h) Contributions

For each Plan Year, each Participant shall make Code Section 414(h) Pick-Up Contributions as indicated below:

- o \_\_\_\_\_ % of each Participant's Compensation
- o \$ \_\_\_\_\_

NOTE: If Code Section 414(h) Contributions are available to collectively bargained employees, such Code Section 414(h) Contribution formula must also reflect the terms of the collective bargaining agreement.

**Participants eligible for Voluntary Contributions (Plan Section 3.3):**

- o N/A – Voluntary Contributions are not permitted under the Plan

Employee status:

- o All Employees
- o The following Employees who have satisfied the eligibility requirements:
  - ☐ Employees hourly paid
  - ☐ Employees paid by annualized salary
  - ☐ Collectively bargained employees who participate in the following unions:  
  

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  - ☐ Employees whose employment is NOT governed by a collective bargaining agreement between the Employer and employee representatives
  - ☐ Management employees
  - ☐ Treasurer
  - ☐ Administrator
  - ☐ Other (specify): \_\_\_\_\_

NOTE: The Eligible Employees specified above must correspond to a group of the same designation that is defined in statutes, ordinances, rules, regulations, personnel manuals, collective bargaining agreements or other authority for the state or local jurisdiction of the Employer.

Age and Service Requirements

- o Employees that have satisfied the service and age requirements specified below:
  - o Service Requirement  
  
\_\_\_\_\_ years of service with the Employer
  - o N/A – there is no service requirement for Voluntary Contributions
  - o Age Requirement  
  
Attained age \_\_\_\_\_
  - o N/A – there is no age requirement for Voluntary Contributions

NOTE: If the Employer maintains the plan of a predecessor employer that is also a governmental employer with the same state, service with such predecessor employer will be treated as service for the Employer.

### Effective Date of Participation

For purposes of Voluntary Contributions, an Eligible Employee shall become a Participant as of:

- o The first date next following the date on which he met all requirements for participation
- o The first day of the month coinciding with or next following the date on which he met all requirements for participation
- o The earlier of the first day of the seventh month or the first day of the Plan Year coinciding with or next following the date on which he met all requirements for participation
- o The first day of the Plan Year next following the date on which he met all requirements for participation
- o Other (specify): \_\_\_\_\_

### Amount of Annual Voluntary Contribution

For each Plan Year, each Participant may make Voluntary Contributions as indicated below:

- o \_\_\_\_\_ % of Compensation
- o \$ \_\_\_\_\_

### **Rollover Contributions (Plan Section 3.6):**

Rollover Contributions o shall o shall not be permitted into the Plan.

Rollover Contributions of after-tax amounts from another Code Section 401(a) defined contribution plan o shall o shall not be permitted into the Plan.

### **Leased Employees (Plan Section 1.17)**

For purposes of the Plan, the term Employee o shall o shall not include any Leased Employees.

**Vesting (Plan Section 3.8)**

**Vesting of Participant's Interest in Employer Contributions**

The vesting schedule, based on number of years, shall be as follows:

- o

100% upon entering Plan
- o

0-2 years0%

3 years100%

o

0-4 years0%

5 years100%
- o

0-1 year0%

2 years33%

3 years66%

4 years100%

o

1 year25%

2 years50%

3 years75%

4 years100%
- o

1 year20%

2 years40%

3 years60%

4 years80%

5 years100%

o

0-1 years0%

2 years20%

3 years40%

4 years60%

5 years80%

6 years100%
- o

Other: Years

Percentage
- 11 -
- This specimen plan document is intended to assist you and you 

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 in adopting a 401(a) plan. Modifications may be required to meet your plan’s particular objectives. (5/1/09)

## Vesting of Participant's Interest in Matching Contributions

The vesting schedule, based on number of years, shall be as follows:

- |                           |                   |   |                   |
|---------------------------|-------------------|---|-------------------|
| o 100% upon entering Plan |                   |   |                   |
| o                         | 0-2 years      0% | o | 0-4 years      0% |
|                           | 3 years      100% |   | 5 years      100% |
| o                         | 0-1 year      0%  | o | 1 year      25%   |
|                           | 2 years      33%  |   | 2 years      50%  |
|                           | 3 years      66%  |   | 3 years      75%  |
|                           | 4 years      100% |   | 4 years      100% |
| o                         | 1 year      20%   | o | 0-1 years      0% |
|                           | 2 years      40%  |   | 2 years      20%  |
|                           | 3 years      60%  |   | 3 years      40%  |
|                           | 4 years      80%  |   | 4 years      60%  |
|                           | 5 years      100% |   | 5 years      80%  |
|                           |                   |   | 6 years      100% |
| o                         | Other: Years      |   | Percentage        |
|                           | _____             |   | _____             |
|                           | _____             |   | _____             |
|                           | _____             |   | _____             |
|                           | _____             |   | _____             |
|                           | _____             |   | _____             |
|                           | _____             |   | _____             |

Notwithstanding the foregoing, a Participant will be 100% vested in any Employer Contributions and Matching Contributions upon attaining Normal Retirement Age, termination of the Plan, the complete discontinuance of Employer contributions, death of the Participant and the Total and Permanent Disability of the Participant.

Notwithstanding any other provision of the Plan to the contrary, a Participant is always 100% vested in his Code Section 414(h) Pick-Up Contributions, Rollover Contributions, Voluntary Contributions and the earnings thereon.

## **Distributions**

### **Normal Retirement Age (Plan Section 1.19):**

- o The date a Participant attains his \_\_\_\_ birthday
- o The later of the date a Participant attains his \_\_\_\_ birthday or the \_\_\_\_ anniversary of the first day of the Plan Year in which participation in the Plan commenced.
- o The \_\_\_\_ anniversary of the first day of the Plan Year in which participation in the Plan commenced.

### **Distribution Options for Participants (Plan Section 4.2):**

- o Lump sum
- o Immediate or deferred annuity (including life annuities and installment payment annuities)
- o Systematic distribution option permitted under the Investment Product

### **Death Benefits Payable to Beneficiary (Plan Section 4.3(d)):**

Amounts payable to the Beneficiary may be elected by the Beneficiary in the following forms of benefit payment:

- o Same distribution options as available to the Participant
- o Other:

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NOTE: Distribution options selected are available to the extent permitted by applicable law and the terms of the Investment Product.

### **Distribution of a Participant Rollover Account (Plan Section 4.1(b)):**

Amounts payable under a Participant Rollover Account will be paid to a Participant:

- o Upon attainment of an event as described in Section 4.1

- o Upon the request of a Participant
- o Other:

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**Distribution of a Participant Voluntary Contribution Account (Plan Section 4.1(b)):**

Amounts payable under a Participant Voluntary Contribution Account will be paid to a Participant:

- o Upon attainment of an event as described in Section 4.1
- o Upon the request of a Participant
- o Other:

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**Miscellaneous**

**Loans to Participants (Plan Section 4.6):**

Loans o shall o shall not be permitted under the Plan.

**Distributions for Health Insurance and Long Term Care (Plan Section 4.7):**

Distributions to pay for health insurance and long term care o will o will not be permitted under the Plan.

**Certification and Signature**

Employer hereby represents that it is a unit of a state or local government or an agency or instrumentality of one or more units of a state or local government as described in Code Section 414(d). If Employer ceases to be considered a governmental entity within the meaning of Code Section 414(d), then it would be ineligible to sponsor this plan prospectively and will be required to restate its plan accordingly.

This Adoption Agreement and this basic plan document together constitute the Plan. The Plan is a specimen plan, not a master or prototype plan, and has not been approved by the IRS. The adoption of this Plan, determination of its qualification by the IRS, and related tax consequences are the responsibility of the Employer and its independent tax and legal advisors.

IN WITNESS WHEREOF, the Employer hereby causes this Plan to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

EMPLOYER: \_\_\_\_\_  
(enter name)

By: \_\_\_\_\_  
Title

## AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Employment Agreement is made and entered into effective as of October 14, 2013 by and between the CITY OF JUNCTION CITY, KANSAS, a Kansas municipal corporation ("City") and GERALD C. SMITH ("Employee").

### WITNESSETH:

WHEREAS, City desires to employ the services of Employee as City Manager of the City; and

WHEREAS, it is the desire of the governing body, hereafter called "the City Commission," to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee;

WHEREAS, it is the desire of the City Commission (1) to provide inducement for Employee to remain in such employment, (2) to provide for future security in case Employee is terminated without cause, and (3) to provide a procedure for terminating Employee's services when City may desire to terminate his employment;

WHEREAS, Employee desires to accept employment as City Manager of the City of Junction City.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties. City hereby employs Employee as City Manager to perform the functions and duties specified in the ordinances, policies and resolutions of the City and the statutes of the State of Kansas and other proper duties and functions as the City Commission may, from time to time, assign, or the efficient management of the City shall require, and Employee accepts such employment commencing on October 14, 2013 (the "Commencement Date").

Section 2. Compensation. City agrees to pay Employee an annual salary of \$110,000.00 payable in installments in accordance with City's standard payroll procedures. City agrees to increase said annual salary of Employee in such amounts and to such extent as the City Commission may determine that it is desirable to do so on the basis of any annual salary review of said Employee made at the time of the performance evaluation specified in Section 12. Any salary increase shall be granted solely at the discretion of the City Commission.

Section 3. Employment Term.

a. The term of this Agreement shall be two (2) years from the Commencement Date, and shall automatically renew for successive one (1) year terms thereafter (each such period being an "Employment Term") unless (i)

otherwise terminated as provided herein, or (ii) either City or Employee gives written notice of its intention not to renew this Agreement at least ninety (90) days prior to the end of the then current Employment Term.

b. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services of the Employee at any time, at the sole discretion of City, with or without cause, subject to the provisions for severance payments set forth in Section 4 of this Agreement.

c. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time. Employee shall not be entitled to any severance payments set forth in Sections 4 of this Agreement if Employee resigns.

d. Employee agrees to remain in the exclusive employ of the City during the Employment Term.

#### Section 4. Termination Without Cause/Severance.

a. The Employee's employment may be terminated at any time by the City, at the City's discretion, without cause.

b. If the Employee's employment is terminated by the City without cause, the City shall provide a severance payment equal to six (6) months' salary at the current rate of pay. City shall not be required to provide a severance payment if employment is terminated as a result of notice of nonrenewal of this Agreement by either party. The severance payment shall be paid in a lump sum unless otherwise agreed to by the City and the Employee. Unused vacation, sick and personal leave shall be paid in accordance with the City's policies in effect at the time of termination.

#### Section 5. Termination With Cause.

a. The City may immediately terminate the Employee's employment for cause, which shall include but not be limited to, any one or more of the following:

i. Employee's conviction of or a guilty plea to any act of fraud, misrepresentation or a felony or a crime involving moral turpitude, or commission of any other criminal act other than minor traffic offenses which do not reflect adversely on the City and which do not interfere with the performance of employment duties hereunder;

ii. Employee's embezzlement, misappropriation or commission of any other fraudulent act against the City;

iii. Employee's breach of the terms of this Agreement and such breach is not corrected within thirty (30) days after Employee's receipt of a

written notice which identifies the manner in which City believes Employee is breaching this Agreement;

iv. Employee's commission of any other specific action causing material harm to City, its reputation or its business;

v. Any failure or refusal to perform duties stated in the ordinances or lawful policies of the City, or to comply with lawful and reasonable directives of the City, and such failure is not corrected within thirty (30) days after Employee's receipt of a written notice which identifies the manner in which the City believes Employee is not properly performing his duties under this Agreement.

b. Employee shall not be entitled to any severance pay upon termination of this Agreement for cause. Unused vacation, sick and personal leave shall be paid in accordance with the City's policies in effect at the time of termination.

Section 6. Health, Dental, Disability and Life Insurance Benefits. The City agrees to provide Employee with the same health, dental, life insurance, disability and other fringe benefits provided generally to all other employees of the City of Junction City and the contribute the same to the premiums therefor as generally contributed by the City for other employees of the City.

Section 7. Vacation, Sick and Personal Leave. Effective on the Commencement Date, the Employee shall be entitled to and shall be deemed to have accrued two weeks (80) hours of vacation time. Thereafter, vacation time and sick and personal leave shall be accrued and credited to his personal account at the same rate as other full time employees in accordance with City's standard vacation, sick and personal leave policies.

Section 8. Reimbursement for Certain Travel. The City shall reimburse the Employee at the IRS standard mileage rate for any business use of the vehicle beyond the greater Junction City area. For purposes of this Section, use of the car within the greater Junction City area is defined as travel to locations within a fifty (50) mile radius of City Hall.

Section 9. Retirement

a. The City agrees to enroll the Employee into the applicable state retirement system (KPERS) and to pay the City's amount of the contribution required of the employer with respect to Employee.

b. In addition to the City's payment to the state retirement system referenced above, City agrees to execute all reasonably necessary agreements to establish a

deferred compensation plan for Employee's participation in such deferred compensation plan, provided the City shall not be required to incur any cost in connection with establishing or maintaining any such plan. Within 10 days after the end of each calendar month of the Employment Term, City agrees to make a contribution to Employee's account under the City's 401(a) Qualified Plan in the amount of \$500 per calendar month (prorated for partial months) of the Employment Term and Employee shall remain totally and completely vested in all funds deposited into said plan.

c. The City agrees to immediately make a contribution to Employee's account under the City's 401(a) Qualified Plan in the amount of \$5,000 upon receipt from the Employee of proof of residency in Junction City.

#### Section 10. Authorized Expenses.

a. City agrees to pay dues for Employee's membership in the Kansas Association of City Managers and the International City/County Manager Association and for City's membership in the League of Kansas Municipalities. Employer may pay the registration, travel and subsistence expenses of Employee for official travel to conferences of such organizations, including the Annual Conference of the International City/County Management Association, from funds appropriated in the City budget for such purpose. Payments of these expenditures are subject to the availability of funds in the City budget as approved by the City Commission annually.

b. The City acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, City shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in such local civic clubs or organizations that are mutually agreed to by the Employee and City.

Section 11. Moving. Employee agrees to establish residence within the corporate boundaries of the City within three (3) months of the commencement of the Employment Term, and thereafter to maintain residence within the corporate boundaries of the City. The Employee shall not be reimbursed for the expenses of packing and moving Employee and his family from Kansas City, Missouri to Junction City, Kansas. Upon proof of residency, the City agrees to make a contribution to Employee's account under the City's 401(a) Qualified Plan of \$5,000 as stipulated in Section 9c.

Section 12. Performance Evaluation. City shall review the performance of Employee as soon as possible after the initial six (6) months of the Employment Term and furnish an oral evaluation to Employee at that time. City shall also review the performance of the Employee as soon as possible after the first twelve (12) months of the Employment Term. The annual review process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written

evaluation should be completed and delivered to the Employee within thirty (30) days of the evaluation meeting.

Section 13. Notices.

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows (or at such other address of which such party shall have given written notice in the manner provided herein):

CITY: City of Junction City, Kansas  
Attn. Mayor and City Clerk  
700 North Jefferson  
PO Box 287  
Junction City, KS 66441

EMPLOYEE: Until Employee establishes a Residence in Junction City:  
Gerald C. Smith  
5933 N. Mattox Road  
Kansas City, MO 64151

After Employee establishes a residence in Junction City, to  
Employee's residence in Junction City as recorded on  
City's personnel records.

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14. General Provisions.

a. *Integration.* This Agreement sets forth and establishes the entire understanding between the City and the Employee relating to the employment of the Employee by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

b. *Binding Effect.* This Agreement shall be binding on the City and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

c. *Severability.* The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that

any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

d. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and said counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been executed by the parties effective as of October 1, 2013.

CITY OF JUNCTION CITY

\_\_\_\_\_  
Cecil Aska, Mayor

Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Tyler Ficken, City Clerk

\_\_\_\_\_  
Gerald C. Smith

Dated: \_\_\_\_\_

## AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Employment Agreement is made and entered into effective as of October 14, 2013 by and between the CITY OF JUNCTION CITY, KANSAS, a Kansas municipal corporation ("City") and GERALD C. SMITH ("Employee").

### WITNESSETH:

WHEREAS, City desires to employ the services of Employee as City Manager of the City; and

WHEREAS, it is the desire of the governing body, hereafter called "the City Commission," to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee;

WHEREAS, it is the desire of the City Commission (1) to provide inducement for Employee to remain in such employment, (2) to provide for future security in case Employee is terminated without cause, and (3) to provide a procedure for terminating Employee's services when City may desire to terminate his employment;

WHEREAS, Employee desires to accept employment as City Manager of the City of Junction City.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties. City hereby employs Employee as City Manager to perform the functions and duties specified in the ordinances, policies and resolutions of the City and the statutes of the State of Kansas and other proper duties and functions as the City Commission may, from time to time, assign, or the efficient management of the City shall require, and Employee accepts such employment commencing on October 14, 2013 (the "Commencement Date").

Section 2. Compensation. City agrees to pay Employee an annual salary of \$110,000.00 payable in installments in accordance with City's standard payroll procedures. City agrees to increase said annual salary of Employee in such amounts and to such extent as the City Commission may determine that it is desirable to do so on the basis of any annual salary review of said Employee made at the time of the performance evaluation specified in Section 12. Any salary increase shall be granted solely at the discretion of the City Commission.

Section 3. Employment Term.

a. The term of this Agreement shall be two (2) years from the Commencement Date, and shall automatically renew for successive one (1) year terms thereafter (each such period being an "Employment Term") unless (i)

otherwise terminated as provided herein, or (ii) either City or Employee gives written notice of its intention not to renew this Agreement at least ninety (90) days prior to the end of the then current Employment Term.

b. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services of the Employee at any time, at the sole discretion of City, with or without cause, subject to the provisions for severance payments set forth in Section 4 of this Agreement.

c. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time. Employee shall not be entitled to any severance payments set forth in Sections 4 of this Agreement if Employee resigns.

d. Employee agrees to remain in the exclusive employ of the City during the Employment Term.

#### Section 4. Termination Without Cause/Severance.

a. The Employee's employment may be terminated at any time by the City, at the City's discretion, without cause.

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written notice which identifies the manner in which City believes Employee is breaching this Agreement;

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CITY OF JUNCTION CITY

\_\_\_\_\_  
Cecil Aska, Mayor

Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Tyler Ficken, City Clerk

\_\_\_\_\_  
Gerald C. Smith

Dated: \_\_\_\_\_

## RESOLUTION NO R-2740

### A RESOLUTION AUTHORIZING ADOPTION OF A SECTION 401(a) DEFINED CONTRIBUTION PLAN FOR GOVERNMENTAL EMPLOYERS

WHEREAS, the City wishes to establish 401(a) accounts for employees who are eligible for contributions under Section 401(a) plan and to remit contributions to those accounts.

WHEREAS, the City has determined that the City Manager is an eligible employee.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS, THAT:

1. The form of plan document for a Section 401(a) Defined Contribution Plan in substantially the form presented to the City Commission, providing for contributions to the account of the City Manager, is approved.

2. The Mayor is authorized and directed to execute the Section 401(a) Defined Contribution Plan document and the Adoption Agreement for the 401(a) Section 401(a) Defined Contribution Plan, and to take such further actions as may be necessary and appropriate to implement the plan and effectuate the terms and intent of these resolutions.

PASSED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS, THIS NOVEMBER 5, 2013.

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Cecil Aska, Mayor

ATTEST:

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Tyler Ficken, City Clerk

**Backup material for agenda item:**

- j. Consideration of schedule for proposed upcoming work sessions.

## **City of Junction City City Commission - Agenda Memo**

Meeting Date: November 5, 2103  
From: Cheryl S. Beatty, Finance Director  
To: City Commissioners and Gerald Smith, City Manager  
Subject: **Work Sessions Request**

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**Objective:** Schedule work session with city commission.

**Explanation of Issue:** Staff is requesting two work sessions as follows:

December 3, 2013 at 6:00 p.m. for presentation of water and wastewater report from HDR Engineering regarding capital improvement project planning for infrastructure improvements.

December 17, 2013 at 6:00 p.m. Presentation of building analysis for two buildings from our architect for municipal court services. We are seeking direction from commission for rehabilitation of 7<sup>th</sup> Street buildings vs. renovation and addition to 701 Jefferson.

**Budget Impact:** N/A

**Action:** Motion to set work sessions if the city commission is agreeable to the above dates and times.

**Attachments:** None